

PROPERTY PROFILE



PARCEL INFORMATION	
Parcel:	58629
Site Address:	623 Goose Rock Ln Malaga WA 98828
Owner:	David Wakefield Family LLC 2460 Twin Peaks View East Wenatchee WA 98802
Twn/Range/Section:	22N / 21E / 28
Parcel Size:	0.65 Acres (28,314 SqFt)
Plat/Subdivision:	
Lot:	
Block:	
Census Tract/Block:	961200 / 1002
Waterfront:	
Waterfront Access Rights:	CntyInd1
Frontage Feet:	
Levy Code:	085
Levy Rate:	8.2202 (2024)
Total Value:	\$140,961.00 (2024)
Total Land Value:	\$53,797.00
Total Impr Value:	\$87,164.00
Taxable Value:	\$140,961.00



TAX INFORMATION	
Tax Year	Annual Tax
2024	\$1,181.10
2023	\$1,019.23
2022	\$1,094.67

LEGAL
 T 22N R 21EWM S 28; L A BLA14-160; B&D OF DEED2069460; TAX 22&32;
 0.6500 ACRES

LAND					
Land Use:	39 - MISCELLANEOUS MANUFACTURING	Zoning:	RI - Rural Industrial	Map Grid:	
Sewer:		View:		Water:	
Watershed:	1702001003 - Lake Entiat-Columbia River	Neighborhood:	1MALR02C01	Recreation:	
School District:	Wenatchee	Primary School:	Mission View Elementary School	Middle School:	Pioneer Middle School
High School:	Wenatchee High School				

IMPROVEMENT					
Year Built:		Total Units:		Building Name:	
Stories:		Bedrooms:		Bathrooms:	
Full Baths:		3/4 Baths:		Half Baths:	
Fin SqFt:	7,000	Bsmt Fin/Unfin:		Basement Desc:	
Buildings:	1	Condition:		Fireplace:	
Garage SqFt:		Carport SqFt:		Heat:	
Deck SqFt:		Porch SqFt:		Patio SqFt:	

TRANSFER HISTORY

Rec. Date:	02/17/2017	Sale Price:		Doc Num:	2453120	Doc Type:	Contract of Sale
Owner:	David Wakefield Family LLC			Grantor:	BURNETT WILLIAM P		
Orig. Loan Amt:				Title Co:			
Finance Type:		Loan Type:		Lender:			

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.

PROPERTY PROFILE



PARCEL INFORMATION	
Parcel:	58628
Site Address:	
	Malaga WA 98828
Owner:	David Wakefield Family LLC
	2460 Twin Peaks View
	East Wenatchee WA 98802
Twn/Range/Section:	22N / 21E / 28
Parcel Size:	0.26 Acres (11,325 SqFt)
Plat/Subdivision:	
Lot:	
Block:	
Census Tract/Block:	961200 / 1002
Waterfront:	
Waterfront Access Rights:	CntyInd1
Frontage Feet:	
Levy Code:	085
Levy Rate:	8.2202 (2024)
Total Value:	\$40,379.00 (2024)
Total Land Value:	\$21,519.00
Total Impr Value:	\$18,860.00
Taxable Value:	\$40,379.00



TAX INFORMATION	
Tax Year	Annual Tax
2024	\$357.70
2023	\$282.36
2022	\$312.91

LEGAL
T 22N R 21EWM S 28; A & C OF DEED 2069460; PT SENE; 0.2600 ACRES

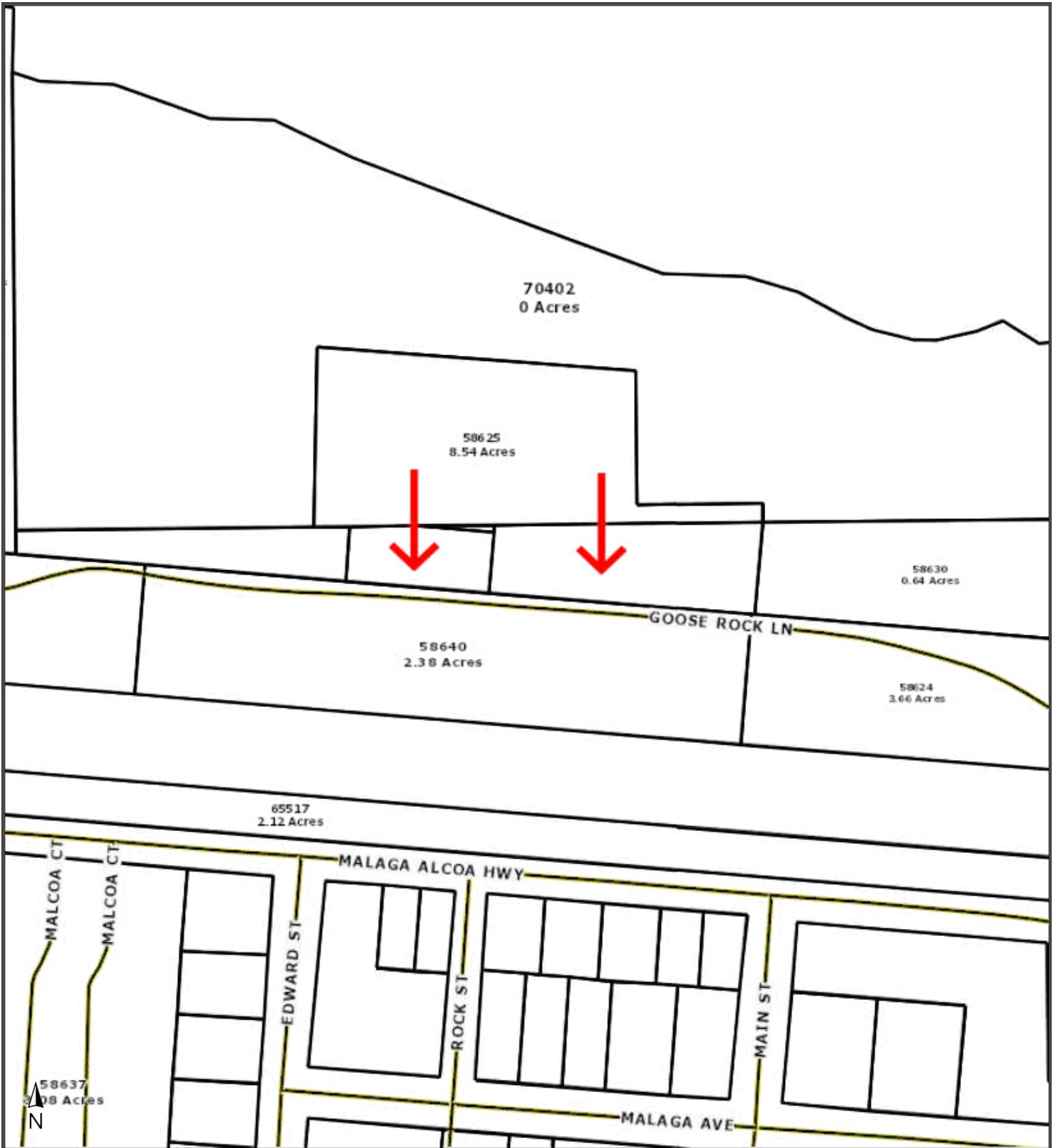
LAND					
Land Use:	82 - AGRICULTURE RELATED ACTIVITIES	Zoning:	RI - Rural Industrial	Map Grid:	
Sewer:		View:		Water:	
Watershed:	1702001003 - Lake Entiat-Columbia River	Neighborhood:	1MALR02C01	Recreation:	
School District:	Wenatchee	Primary School:	Mission View Elementary School	Middle School:	Pioneer Middle School
High School:	Wenatchee High School				

IMPROVEMENT					
Year Built:		Total Units:		Building Name:	
Stories:		Bedrooms:		Bathrooms:	
Full Baths:		3/4 Baths:		Half Baths:	
Fin SqFt:		Bsmt Fin/Unfin:		Basement Desc:	
Buildings:	1	Condition:		Fireplace:	
Garage SqFt:	2,280	Carport SqFt:		Heat:	
Deck SqFt:		Porch SqFt:		Patio SqFt:	

TRANSFER HISTORY

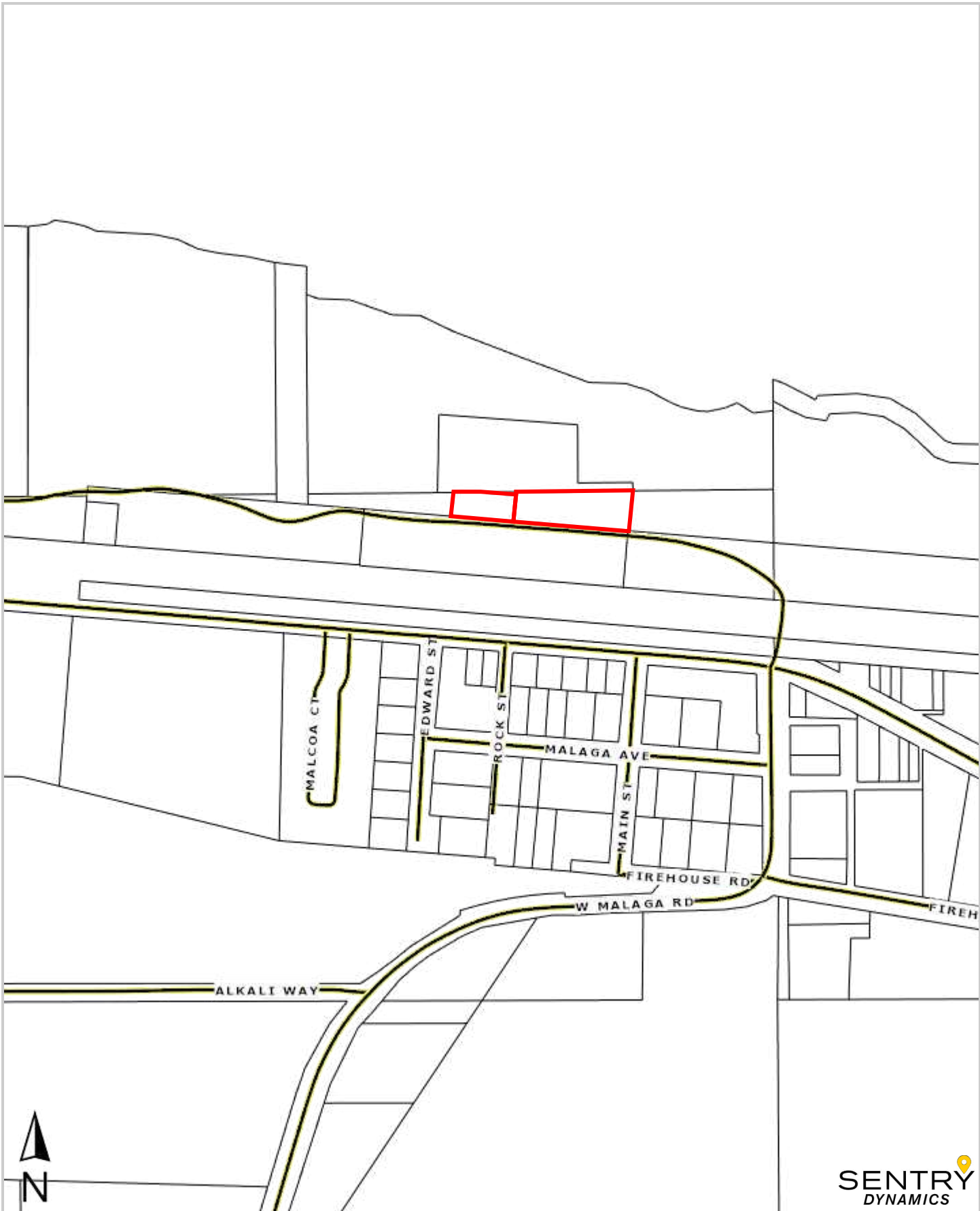
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Orig. Loan Amt:				Title Co:			
Finance Type:		Loan Type:		Lender:			

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Parcel ID: 58628
 Tax Account #: 95824
 Malaga WA 98828

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



SENTRY
DYNAMICS

Cw title
AND ESCROW

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

163909
REAL ESTATE EXCISE TAX
PAID \$ 24,907.20
Filed for and return to: Chelan County Treasurer
David E. Griffiths, CPA
William P. Burnett
12002 Burnett Rd.
Leavenworth, WA 98826
By Jalay 10-31-14 Deputy
David Wakefield Family, LLC
PO Box 801
Lakebay, WA 98349

50015155tc

Chelan County
The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.
Grantor(s): William P. Burnett, Jo Ann Burnett
Grantee(s): Wakefield, LLC
Reference Number(s) of Documents Assigned or Released:
Abbreviated Legal Description: WITHIN A PORTION OF THE S1/2 OF THENE 1/4, TOWNSHIP22 NORTH, RANGE 21 EAST, WILLAMETTE MERIDIAN CHELAN COUNTY
Complete or Additional Legal Description on Pages 14, 15
Assessor's Parcel Number(s):
2 2 2 1 2 8 1 1 0 3 5 0 , 2 2 2 1 2 8 1 4 0 2 0 0 ,
2 2 2 1 2 8 1 1 0 0 2 5 , 2 2 2 1 2 8 1 1 0 2 5 0

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made and entered into by and between **William P. Burnett, Jo Ann Burnett** ("Together as Seller"), and **David Wakefield Family, LLC** ("Purchaser"), sometimes collectively referred to as the "Parties."

The Parties agree as follows:

- 1. Agreement of Sale and Description of Property.** The Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions described herein, the following real property described in ("the Property"), situated in Chelan County, Washington, commonly known as 3919 Malaga Alcoa Highway, Malaga WA 98828, and legally described on the attached Exhibit A.
- 2. Contract Price and Terms.** The Purchase Price shall be One Million Four Hundred Thousand Dollars (\$1,400,000.00) ("Purchase Price").

10/28 *

A. Purchaser shall make a down-payment of One Hundred Sixty Two Thousand Five Hundred Dollars and Zero Cents (\$162,500.00), ("Down Payment") Earnest money received (\$10,000) shall count towards down payment. (\$152,000) payable on closing.

3. Method of Payment. Purchaser agrees to pay the Purchase Price, minus the Down Payment, as follows:

A. Payment of the Purchase Price shall be based on a thirty (30) year amortization at an interest rate of Three and One Half Percent (3.5%) simple interest.

(1) Monthly payments under this Contract for the initial year shall be (Interest Only) Three Thousand Six Hundred Nine Dollars (\$3609.38), payable on or before the first day of the month, with the first such full monthly payment due and payable on or before December 1, 2014.

(2) Beginning December 1, 2015, Monthly payments under this Contract shall be (Principal plus Interest) Five Thousand Five Hundred Fifty Seven Dollars (\$5556.93).

(3) The Closing Agent shall collect from Purchaser a pro-rated payment for Purchaser's ownership of the property in Oct 30 of 2014 at a per-diem rate of (\$126.40) for each day of October 30 that the Purchaser owns the Property. The Closing Agent shall collect from Purchaser (\$252.80), which is the amount of the October, 2014 payment.

(4) The principal balance together with any other sums due under this Contract is due in full on the date that is Four and One Half (4.5) years from the date of Closing;

(5) The final payment of the entire balance of principal and accrued interest (if any), shall be payable on or before Nov 1, 2020.

B. Purchaser may pre-pay principal and accrued interest (if any) at any time with no pre-payment fee.

4. Earnest Money Receipt. The Purchaser's payment of Ten Thousand Dollars (\$10,000) has been received or accounted for by the Closing Agent and shall be applied to the Purchaser's down payment or closing costs.

5. Place of Payment. All payments pursuant to this Contract shall be made to a collection account for Seller's benefit at:

Financial Institution and account name:

Cashmere Valley Contract Services

Seller shall the costs of establishing and maintaining the account.

6. Inspection of Purchaser. Purchaser has made a full inspection of the Property. Purchaser accepts with all warranties and covenants deeded thereto. Purchaser agrees that Purchaser has ascertained the applicable zoning, building, housing and other regulatory ordinances and laws and that Purchaser accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property.

A. Purchaser acknowledges that Purchaser or its representatives are familiar with the Property and have conducted their own due diligence as they deem necessary.

Based on the foregoing, the Purchaser agrees to accept the Property and the items described below.

- (1) The condition of all improvements located on and/or under the Property.
- (2) The location of all boundary lines and the existence, if any, of any potential adverse possession claims by adjacent property owners.
- (3) Use, zoning, and building restrictions (if any).

7. Date of Closing. For purposes of this Contract, the "date of closing" shall be construed as the date upon which this Contract is recorded.

8. Closing Agent. For the purposes of this Contract, "closing agent" shall be defined as a person authorized to perform escrow services pursuant to the provisions of Chapter 18.44 of the Revised Code of Washington who is designated by the parties hereto to perform such duties, and shall mean the escrow department of North Meridian Title and Escrow, Wenatchee, Washington ("Escrow Agent"), unless otherwise agreed by the parties.

9. Time for Closing — Responsibilities of Parties. The Purchaser and Seller shall deposit with the closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Contract.

A. The Seller will pay the following:

- (1) Excise tax (as applicable to the sale)
- (2) Title insurance premium
- (3) Escrow fee
- (4) One-half (1/2) of other closing costs.

B. The Purchaser will pay the following:

- (1) One-half (1/2) of other closing costs.

D. Closing shall be on or before **November 1, 2014**, but shall be construed as the date upon which this Contract is recorded.

E. At Closing, Seller shall sign a Statutory Warranty Fulfillment Deed in the form substantially similar to Limited Practice Board Form 11-5(i), to be held by Cashmere Valley Bank or its successors along with this original Contract and not to be delivered to Purchaser until such time as all obligations under this Contract are paid in full.

10. Title. Unless otherwise specified in this Contract, title to the Property shall be marketable at closing. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, building or zoning regulations and easements and encroachments not materially affecting the value of the Property or unduly interfering with Purchaser's intended use of the Property shall not cause the title to be considered unmarketable.

11. Seller's Representations.

A. No Leases. Seller certifies that the Property is not subject to any commercial, residential or agricultural leases.

12. Loss or Destruction of the Property. From and after the date of closing, the Purchaser assumes all hazards of damage to or destruction of any personal property and all other improvements now on the Property or hereafter placed thereon, and of any taking of the Property or any part thereof for public use and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In the case of damage or destruction from a peril insured against, the proceeds of such insurance shall be devoted to the restoration or rebuilding of the Property to its original condition within a reasonable time, unless Purchaser elects that said proceeds shall be paid to Seller for application on the purchase price herein. Insurance proceeds covering fixtures, improvements, upgrades, retrofitting, and other expenses paid by the purchaser shall be paid to the purchaser.

A. Purchaser shall keep the improvements, including fixtures and other removable items installed during the course of their ownership.

13. Payment of Taxes and Utilities. The Purchaser assumes and agrees to pay before delinquency all other taxes, assessments, and utilities that may become a lien on said real estate after closing that arise from taking possession of the Property.

A. If Purchaser fails to pay taxes, assessments, or insurance, the Seller, before delinquency, may pay the same and said payments shall become immediately due and payable by Purchaser with interest at the rate of ten percent (10%) per annum from the date of payment. Payment of amounts due by the Seller on behalf of the Purchaser shall not constitute material breach or default of this agreement.

14. Operating Expenses. Except as may otherwise be specifically provided in this Contract, Purchaser shall defend, indemnify, and hold Seller harmless from and shall pay or provide all expenses incurred in any way in the use and operation of the Property incurred by Purchaser or Purchaser's agents and employees. Operating expenses shall include, but are not limited to, costs of seed, fertilizer, cultivation and harvesting costs, transportation costs, labor, custom work, equipment hired, agricultural testing and consulting, and utility charges.

15. Indemnification. Purchaser hereby indemnifies and holds Seller harmless from and against any and all claims, damages, losses and costs not otherwise provided for in this Contract, including attorney's fees and costs, expenses or claims of any kind or nature whatsoever arising from:

- A. Purchaser's, or Purchaser's assignees, use of the Property, or any part thereof, during the term of this Contract, or
- B. the Purchaser's breach of this Contract.

16. Retention of Title. Except as otherwise provided herein, the Seller's title to the Property shall remain in the Seller until the Purchaser is entitled to receive delivery of the Seller's deed.

17. Deed. Upon Purchaser paying in full the principal, interest, costs and fees as provided in this Contract, Seller shall deliver to Purchaser a Warranty Fulfillment Deed conveying the Property, subject to restrictions, reservations, easements, defects and matters apparent or of record. To the extent any defect, encumbrance or claim affecting the Property is insured by the title insurance, Purchaser's recourse for any such defect, encumbrance or claim in title shall be limited to the title policy purchased by Seller for Purchaser, without recourse by Purchaser or the Title Company issuing the policy to Seller.

18. Date of Possession. Unless a different date is provided for in this Contract, the Purchaser shall be entitled to possession of said Property on and from the date of closing and to retain possession, subject to Seller's remedies for Purchaser's default set forth in this Contract.

19. Maintenance. The Purchaser hereby covenants to:

- A. keep the Property in good repair;
- B. not permit waste;
- C. faithfully observe, perform and comply with all Washington State laws, ordinances, rules and regulations affecting the Property;
- D. to pay for all utility bills.

20. Time of Performance. Time is specifically declared to be of the essence of this Contract and of all acts required to be done and performed by the Parties, including, but not limited to, the proper tender of each of the sums required by the terms of this Contract.

21. Purchaser's Default. A default shall occur under any of the following circumstances:

- A. Failure of Purchaser to make any payment due hereunder within fifteen (15) days after written notice from Seller that such payment is due.
- B. Failure of Purchaser to perform any other obligations contained in this Contract within thirty (30) days after written notice from Seller specifying the nature of the default or, if the default cannot be cured within thirty (30) days, failure within such forty five (45) days to commence and pursue curative action with reasonable diligence.

22. Remedies. In the event the Purchaser defaults under this Contract, the Seller may, at its election, take the following courses of action:

A. Suit for Delinquencies. The Seller may institute suit for any payment or other sums due and payable under this Contract as of the date of the judgment and any sums which have been advanced by Seller as of said date pursuant to the provisions of this Contract, and any other damages incurred by the Seller which are caused by the Purchaser's failure to comply with any provision or agreement herein; together with interest on all of said amounts at the rate of ten percent (10%) per annum from the date each such amount was advanced or due, as the case may be, to and including the date of collection.

B. Acceleration. Upon giving the Purchaser not less than fifteen (15) days' advance written notice of its intent to do so (within which time any monetary default may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal, interest, tax, or other sum of money required to be paid herein or if the Purchaser commits waste on the Property, the Seller may declare the entire unpaid balance of the Purchase Price and all interest then due thereon to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Seller pursuant to the provisions of this Contract, and together with interest on all of said sums at the Default Rate from the due date or date of each such advance to and including the date of collection.

C. Forfeiture and Repossession. The Seller may cancel and render void all rights, titles and interests of the Purchaser and its successors in this Contract and in the Property by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, 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 61.30.040-070. The entire balance of such sums due and to become due under this Contract shall be paid from the proceeds of any sale ordered by a court pursuant to RCW 61.30.120, including interest at the Default Rate to and including the sale date and all expenses incurred by the Seller as a result of such sale. Upon the forfeiture of this Contract, the Seller may retain all payments made hereunder by the Purchaser and may take possession of the Property ten (10) days following the date this Contract is forfeited and summarily eject the Purchaser and any person or persons having possession of said Property by, through or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. If any person or persons claiming by, through or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the Property more than twenty (20) days after such forfeiture, such person or persons shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the Property, and may recover from such person or persons in any such proceedings the fair rental value of the Property for the use thereof from and after the date of forfeiture, plus costs, including the Seller's reasonable attorneys' fees. To the extent permitted by applicable statute, the Seller shall have the right to obtain a deficiency against the Purchaser following the forfeiture of this Contract for damages caused by waste to the Property.

D. Judicial Foreclosure. To the extent permitted by any applicable statute, the Seller may judicially foreclose this Contract as a mortgage, and in connection therewith, may accelerate all of the debt due under this Contract if the defaults upon which such action is based are not cured within twenty (20) days following the Seller's advance written notice to the Purchaser which specifies such defaults and the acts required to cure the same (within which time any monetary default may be cured without regard to the acceleration); provided, however, such cure period shall be extended for up to thirty (30) additional days to the extent reasonably necessary to complete the cure of a non-monetary default if the Purchaser commences such cure within twenty (20) days following the Seller's advance notice and pursues it with due diligence. The Seller may, but shall not be required to, waive any right to a deficiency judgment in its foreclosure complaint. Following any foreclosure sale, the Purchaser may (but shall not be obligated to), during any redemption period, make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, use, preservation and protection thereof; pay any taxes and assessments due during such period; insure the Property against loss by casualty; and pay utility bills, liens not extinguished by the foreclosure and other amounts relating to the Property to the extent due during such redemption period, and all of such expenses and payments, together with interest thereon from the date paid to reimbursement at the rate provided by statute for any other redemption amounts, shall be included in the amount required to be paid by any person to redeem the Property.

E. Specific Performance. The Seller or Purchaser may institute suit to specifically enforce any of the other parties' covenants hereunder.

F. Receivership. The parties hereto recognize and agree that in the event of default by the Purchaser in making any payments or in the performance of any of the other terms and conditions of this Contract, the period of time involved in repossessing the Property, forfeiting this Contract, or in obtaining possession of the Property by judicial process could cause irreparable damage to the Seller and to the Property. Therefore, the Purchaser hereby expressly agrees that in the event of any default under this Contract which is not cured the Seller shall have the right to apply to the Superior Court of the county in which the Property is situated for the appointment of a receiver under Chapter 7.60 of the Revised Code of Washington (or any chapter supplemental thereto) to take charge of and maintain control of, manage, farm, or operate the Property, to evict tenants therefrom who are not then in compliance with their leases, to lease any portion or all of the Property in the name of the Purchaser on such terms as the receiver may deem advisable, to make such alterations, repairs and improvements to the Property as the receiver may deem advisable, and to receive all rents and income therefrom and issue receipts therefore, and out of the amounts that are so received to pay all of the debts and obligations for which the Purchaser is liable hereunder prior to or during the period of the receivership, including, without limitation, payments on or for this Contract, taxes, assessments, insurance premiums, utility bills and costs of operating, maintaining, repairing and managing the Property.

G. Any sums received by the receiver in excess of said amounts shall be retained by the receiver to discharge all remaining liabilities of the Purchaser under this Contract until the entirety of such obligations have been satisfied, at which point any remaining excess shall be paid to the Purchaser without interest. Regardless of the application thereof, no sums requested by or paid to the receiver shall be deemed a partial cure for the purpose of requiring a notice of insufficient cure to be given to any person under RCW 61.30.090(3).

H. PURCHASER HEREBY SPECIFICALLY WAIVES THE RIGHT TO OBJECT TO THE APPOINTMENT OF A RECEIVER AND HEREBY EXPRESSLY CONSENTS THAT SUCH APPOINTMENT SHALL BE MADE AS AN ADMITTED EQUITY AND AS A MATTER OF ABSOLUTE RIGHT TO SELLER. PURCHASER FURTHER AGREES THAT THE RECEIVER SHALL HAVE ALL RIGHTS CONFERRED BY LAW, AND, IF NOT CONFERRED BY LAW, THE RIGHT TO COMPLETE ANY CONSTRUCTION ALREADY COMMENCED ON THE PREMISES AND/OR TO MAKE NECESSARY REPAIRS TO KEEP THE PROPERTY IN PROPER CONDITION DURING THE PERIOD OF RECEIVERSHIP.

I. Property Rental. If this Contract is forfeited or foreclosed as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchaser and the Seller, and the Purchaser shall thereafter remain in possession of the Property beyond any period otherwise permitted by law, the Purchaser agrees that it will occupy the Property as a tenant at will, and the Purchaser shall be obligated to pay, and hereby promises to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to \$3,250 per month payable in advance on the first day of the month, and the Seller shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the state of Washington, the right to institute and maintain an action for summary possession of the Property as provided by law.

23. 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 thirty (30) days written notice to Seller, institute suit for damages or specific performance, unless the breach is cured prior to trial.

24. Contract Assignment. This Contract and Purchaser's interest in the Property shall not be assignable or assumable without Seller's prior written consent. Such consent shall not be unreasonably withheld.

25. Cumulative Remedies; Waivers. The remedies stated herein are cumulative and not mutually exclusive and the Seller or Purchaser may pursue any other or further remedies to enforce their respective rights under this Contract. 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.

26. Notices. Notices shall be deemed given when personally served or on the third day after the date of mailing, as the case may be. Seller and Purchaser shall notify each other of any change of address. All notices called for herein made by Seller or Purchaser shall be made by personal delivery or by certified or registered mail at the last known address of said Parties, which are currently as follows:

SELLER:

12002 Burnett Rd.
Leavenworth, WA 98826

P. 509.548.7588

PURCHASER:

PO Box 801
Lakebay, WA 98349

P. 253.381.3608

27. Binding Effect. The terms of this Contract are binding upon the parties, their heirs, administrators, executors and assigns.

28. Governing Law. This Contract shall be governed by the laws of the State of Washington.

29. Costs and Attorney's Fees. If either party shall be in default under this Contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, initiate a lawsuit, initiate a forfeiture proceeding, or otherwise protect or enforce its rights under this Contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorney's fees (with or without arbitration or litigation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. If Seller institutes forfeiture proceedings, Seller shall be entitled to recover all costs and fees reasonably incurred in said proceedings and Seller shall be entitled to include said fees and costs in any Notice of Intent to Forfeit and demand payment of these fees and costs to cure any defaults. In the event either party hereto institutes any action (including arbitration) to enforce the provisions of this Contract, the substantially prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney's fees and costs, including such costs and fees that are incurred on appeal.

30. Entire Agreement. This Contract contains the entire agreement of the parties hereto and, except for any agreements, addendums, or warranties attached or 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.

31. Independent Counsel. BY SIGNING BELOW, PURCHASER AND SELLER ACKNOWLEDGE THAT THEY HAVE EACH HAD SUFFICIENT TIME TO CONSULT WITH THEIR OWN ATTORNEYS BEFORE SIGNING THIS DOCUMENT, THAT THEY UNDERSTAND THE CONTENTS AND AGREE TO BE BOUND THEREBY.

PURCHASER:

DAVID WAKEFIELD FAMILY, LLC

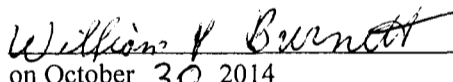
By

DAVE WAKEFIELD
President


_____ on October 30 2014

SELLER:

WILLIAM P. BURNETT


_____ on October 30 2014

Jo Ann BURNETT

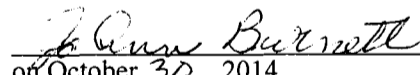

_____ on October 30 2014

EXHIBIT "A"

PARCEL A:

THE NORTHERLY 150.0 FEET OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) 300.0 FOOT WIDE STATION GROUND PROPERTY AT MALAGA, WASHINGTON, BEING 200.0 FEET WIDE ON THE NORTHERLY SIDE AND 100.0 FEET WIDE ON THE SOUTHERLY SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS GOVERNMENT LOT 5 OF SECTION 27, AND GOVERNMENT LOTS 1 AND 2 AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 22 NORTH, RANGE 21, EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT, RESPECTIVELY, 50.0 FEET AND 200.0 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE, BOUNDED ON THE EAST BY A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE AT A POINT 700.0 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 27, AS MEASURED ALONG SAID MAIN TRACK CENTERLINE, AND BOUNDED ON THE WEST BY A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE AT A POINT 1,837.0 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 28, AS MEASURED ALONG SAID MAIN TRACK CENTERLINE.

EXCEPTING THEREFROM, THAT PORTION LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE DISTANT, RESPECTIVELY, 404.0 FEET AND 1,104.0 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 28, AS MEASURED ALONG SAID MAIN TRACK CENTERLINE.

ALSO EXCEPTING THEREFROM, THE EASTERLY 85.0 FEET OF THE NORTHERLY 118.0 FEET OF THE HEREINABOVE DESCRIBED PROPERTY.

ALSO EXCEPTING THEREFROM THAT PORTION, IF ANY, LYING WITHIN 8.5 FEET OF THE CENTERLINE OF SAID RAILWAY COMPANY'S MOST NORTHERLY SIDE TRACK CENTERLINE AS NOW LOCATED AND CONSTRUCTED.,

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITH SECTION 27, TOWNSHIP 22 NORTH, RANGE 21 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON.

ALSO EXCEPTING THEREFROM LOTS 50 AND 51 AS DELINEATED ON GREAT NORTHERN RAILWAY STATION PLAT OF MALAGA CORRECT JULY 28, 1917, DWG NO. 8133-1, FURTHER DISCLOSED AS BURLINGTON NORTHERN RAILROAD INDUSTRIAL LOTS BY CHELAN COUNTY ASSESSORS MAP.

PARCEL B:

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 22 NORTH, RANGE 21, EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF INDUSTRIAL LOT 29, ACCORDING TO THE SURVEY AND PLAT OF GREAT NORTHERN RAILWAY COMPANY OF ITS INDUSTRIAL LOTS AND STATION GROUNDS AT MALAGA, WASHINGTON AND RUN THENCE NORTHERLY ON AN EXTENSION OF THE EAST LINE OF SAID LOT 29 TO AN INTERSECTION WITH THE NORTHERLY LINE OF THE AFOREMENTIONED GREAT NORTHERN RIGHT OF WAY TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE ON THE SAME COURSE FOR 70 FEET; THENCE TURN LEFT 90° AND RUN 165 FEET; THENCE TURN LEFT 90° AND RUN SOUTHERLY FOR 70 FEET TO AN INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 165 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION, IF ANY, LYING NORTH OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION.

PARCEL C:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 22 NORTH, RANGE 21, EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION, 139.23 FEET TO THE NORTHERLY LINE OF THE GREAT NORTHERN RAILROAD (NOW BURLINGTON NORTHERN RAILWAY) AND STATION GROUNDS AT MALAGA, CHELAN COUNTY, WASHINGTON;; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY LINE (BEGIN AN ANGLE TO THE RIGHT (95°0') A DISTANCE OF 382.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 300 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF INDUSTRIAL LOT 29, ACCORDING TO THE SURVEY AND PLAT OF THE GREAT NORTHERN RAILWAY COMPANY'S INDUSTRIAL LOTS AND STATION GROUNDS AT MALAGA, WASHINGTON, ON FILE IN THE OFFICE OF THE SAID COMPANY AT WENATCHEE, WASHINGTON; THENCE NORTHERLY ALONG THE EXTENSION OF THE EAST LINE OF SAID INDUSTRIAL LOT 29 TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT LYING NORTH OF THE POINT OF BEGINNING (AS MEASURED ON AN ANGLE OF 90° FROM THE NORTH RIGHT OF WAY OF THE BURLINGTON NORTHERN RAILWAY); THENCE SOUTH TO THE POINT OF BEGINNING.

PARCEL D: DELETED

PARCEL E: DELETED

PARCEL F:

THE NORTHERLY 148.0 FEET OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) 300.0 FOOT WIDE STATION GROUND PROPERTY AT MALAGA, WASHINGTON, BEING 200.0 FEET WIDE ON THE NORTHERLY SIDE AND 100.0 FEET WIDE ON THE SOUTHERLY SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 22 NORTH, RANGE 21 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT, RESPECTIVELY, 52.0 FEET AND 200.0 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE, BOUNDED BY TWO LINES DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE DISTANT, RESPECTIVELY, 404.0 FEET AND 1,104.0 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 28, AS MEASURED ALONG SAID MAIN TRACK CENTERLINE.

EXHIBIT B SURVEY (2 Pages)

Attach Survey Marked: EVA BOUNDARY ROS

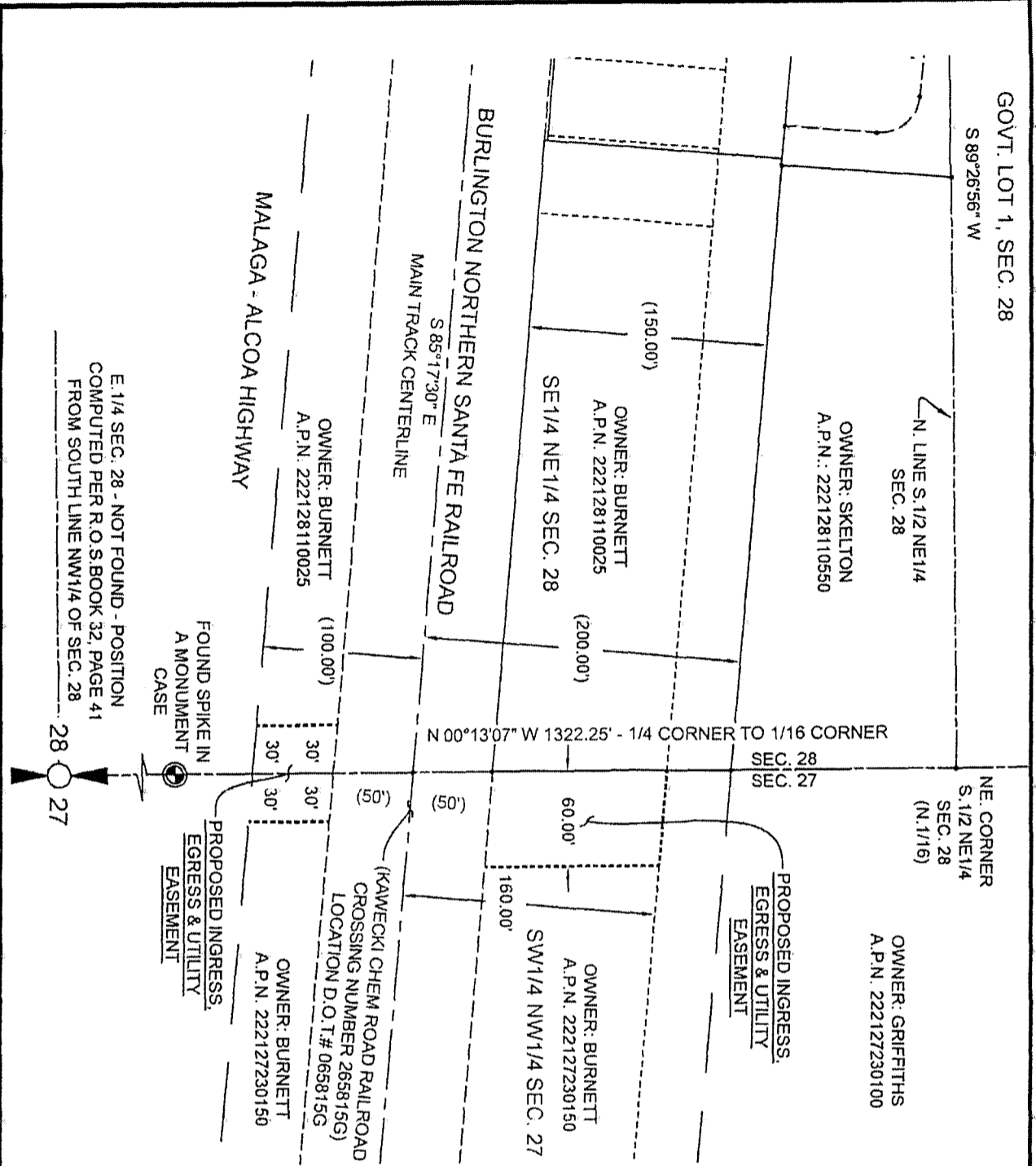
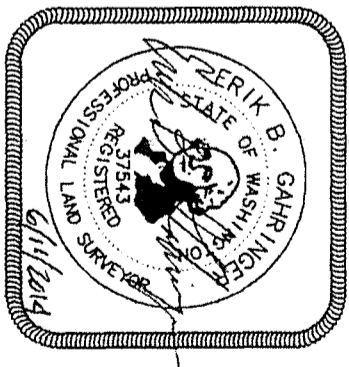


EXHIBIT B
EASEMENT CONVEYANCE EXHIBIT MAP:
BURNETT TO EVA ENTERPRISES, LLC
 A PORTION OF SE1/4 OF THE NE1/4 OF SEC. 28,
 AND SW1/4 OF THE NW1/4 OF SEC. 27, ALL IN T.22N.,
 R.21E.W.M., CHELAN COUNTY, WA

NOTE:
 () DATA OR INFORMATION OF PUBLIC RECORD
 A.P.N. ASSESSOR'S PARCEL NUMBER
 SUBDIVISION OF SEC. 28 BASED UPON RECORD OF
 SURVEY RECORDED IN BOOK 32 OF SURVEYS, AT PAGE
 41.



GRID NORTH
 SCALE: 1" = 100'
 0 50' 100'

48° North

PROFESSIONAL LAND SURVEYORS

P.O. Box 561, Winthrop, WA 98862-0561; Phone: (509) 436-1640
<http://www.48dnorth.com>
 WENATCHEE - WINTHROP

DRAWN BY: EBG LAYOUT: 8.5X14EASMT
 DATE: JUNE 11, 2014 FILE NO: 14-009 BURNETT EASEMENT.DWG
 SCALE: 1" = 100' JOB NO: 14-009

SHEET
 1
 OF
 1



GRID NORTH

SCALE: 1" = 100'



28

GOVT. LOT 1, SEC. 28

OWNER: ALLEN
DEED: A.F.N. 2017570
A.P.N.: 222128110100

SW. CORNER MALLOY PROPERTY PER R.E.C. A.F.N. 2119778 -
FOUND 5/8" REBAR BEARS N67°58'36"W 1.24' FROM REBAR & 2"
ALUMINUM CAP STAMP LS 37543 SET MAY 5, 2014 - THE FOUND
5/8" REBAR WAS PURPORTED BY LANDOWNER TO HAVE BEEN
DESTROYED AND RANDOMLY REPLACED BY OTHERS.

LAST KNOWN OWNER: GEBHART IN
1953 - QUITE TITLE ACTION
SUGGESTED TO CLIENT.

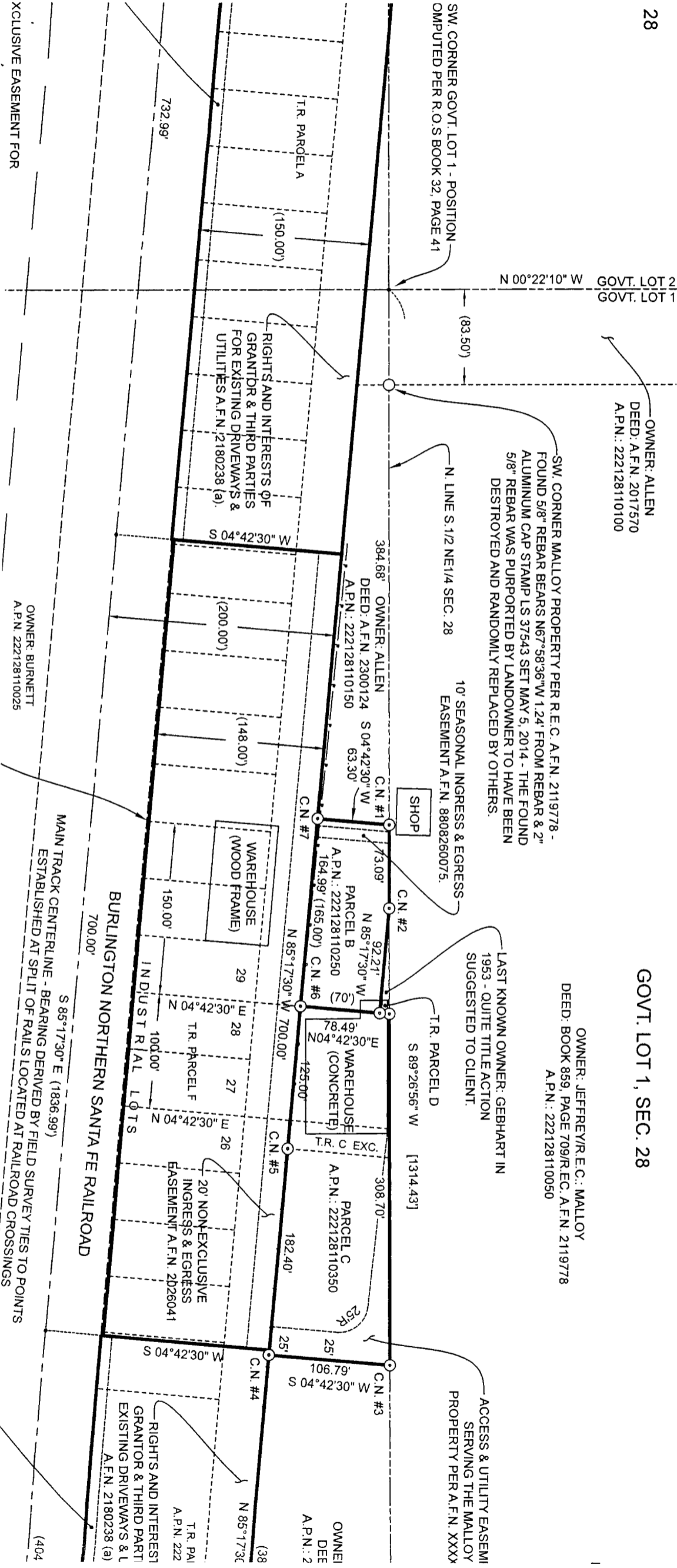
OWNER: JEFFREY R.E.C. MALLOY
DEED: BOOK 859, PAGE 709/R.E.C. A.F.N. 2119778
A.P.N.: 222128110050

SW. CORNER GOVT. LOT 1 - POSITION
COMPUTED PER R.O.S BOOK 32, PAGE 41

N. LINE S. 1/2 NE 1/4 SEC. 28

10' SEASONAL INGRESS & EGRESS
EASEMENT A.F.N. 8808260075.

ACCESS & UTILITY EASEMENT
SERVING THE MALLOY
PROPERTY PER A.F.N. XXXX



EXCLUSIVE EASEMENT FOR

OWNER: BURNETT
A.P.N. 222128110025

MAIN TRACK CENTERLINE - BEARING DERIVED BY FIELD SURVEY TIES TO POINTS
ESTABLISHED AT SPLIT OF RAILS LOCATED AT RAILROAD CROSSINGS

(404

BEGINNING; THENCE CONTINUING SOUTH 5°09'43" WEST FOR A DISTANCE OF 6.60 FEET; THENCE NORTH 84°50'17" WEST FOR A DISTANCE OF 11.33 FEET; THENCE NORTH 0°12'25" WEST FOR A DISTANCE OF 5.54 FEET; THENCE NORTH 89°57'19" EAST FOR A DISTANCE OF 11.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL F:

THE NORTHERLY 148.0 FEET OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) 300.0 FOOT WIDE STATION GROUND PROPERTY AT MALAGA, WASHINGTON, BEING 200.0 FEET WIDE ON THE NORTHERLY SIDE AND 100.0 FEET WIDE ON THE SOUTHERLY SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS THE SOUTHEAST QUARTER OF THE WILLAMETTE QUARTER OF SECTION 28, TOWNSHIP 22 NORTH, RANGE 21 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT, RESPECTIVELY, 52.0 FEET AND 200.0 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE, BOUNDED BY TWO LINES DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE DISTANT, RESPECTIVELY, 404.0 FEET AND 1,104.0 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 28, AS MEASURED ALONG SAID MAIN TRACK CENTERLINE.

ILY 85.0 FEET OF THE NORTHERLY 118.0

PROPERTY;
N, IF ANY, LYING WITHIN 8.5 FEET OF THE MOST NORTHERLY SIDE TRACK

DUCTED;
N LYING WITH SECTION 27, TOWNSHIP 22

E MERIDIAN, CHELAN COUNTY,
N LYING WITH SECTION 27, TOWNSHIP 22

51 AS DELINEATED ON GREAT NORTHERN
T JULY 28, 1917, DWG NO. 8133-1,
HERN RAILROAD INDUSTRIAL LOTS BY

NORTHEAST QUARTER OF SECTION 28,
E WILLAMETTE MERIDIAN, CHELAN
OWNS;

INDUSTRIAL LOT 29, ACCORDING TO THE
ILWAY COMPANY OF ITS INDUSTRIAL LOTS
NGTON AND RUN THENCE NORTHERLY ON
T 29 TO AN INTERSECTION WITH THE
GREAT NORTHERN RIGHT OF WAY TO THE
UE ON THE SAME COURSE FOR 70 FEET;
HENCE TURN LEFT 90° AND RUN
ION WITH SAID NORTHERLY RIGHT OF WAY
OF WAY LINE FOR 165 FEET TO THE TRUE

4 OF THE NORTH LINE OF THE SOUTH HALF
ION.
R OF THE NORTHEAST QUARTER OF
I, EAST OF THE WILLAMETTE MERIDIAN,
AS FOLLOWS:

3. DISTANCE WITHIN THE BOUNDARY DESCRIPTION HERE DISTANCES. MAP DISTANCES ARE GRID DISTANCES. MULTI A COMBINED FACTOR OF 1.000004161 TO ACHIEVE GROU

REFERENCE PLATS/SURVEYS/DO

1. GREAT NORTHERN RAILWAY STATION PLAT OF MALAGA, 8133-1, A/K/A BURLINGTON NORTHERN RAILROAD INDISTI MAP IS ON FILE IN THE OFFICES OF THE CHELAN COUNTY
2. R.O.S. A.F.N. 2240671
3. R.O.S. BOOK 23, PAGE 63.
4. R.O.S. A.F.N. 2380994.
5. R.O.S. A.F.N. 2396974.
6. R.O.S. BOOK 18, PAGE 48.
7. R.O.S. BOOK 32, PAGE 41.
8. SHORT BOOK SP-19, PAGES 29 & 30.
9. QUIT CLAIM DEED A.F.N. 2026041 & 2071245 (TITLE REPC
10. TRUSTEE'S DEED A.F.N. 2069460 (TITLE REPORT PARCI
11. QUIT CLAIM DEED A.F.N. 2180238 (PART OF TITLE REPC

LEGEND/ABBREVIATIONS

- FOUND MONUMENT AS NOTED MARCH 26, 2014
- ⊕ FOUND 2.5" ALUMINUM CAP L S 37543
- COMPUTED POINT
- COMPUTED PROPERTY CORNER WITH CORNER N
- ⊙ RECORDED DATA PER BOUNDARY DESCRIPTIONS WITH DATA COMPILED FOR THIS SURVEY, OR ACC
- () RECORD DATA PER SURVEY RECORD IN BOOK 32 SURVEY
- [] ASSESSOR'S PARCEL NUMBER
- A.P.N. AUDITOR'S FILE NUMBER
- A.F.N. BOUNDARY LINE ADJUSTMENT
- B.L.A. RECORD OF SURVEY
- R.O.S. CORNER NOTE NUMBER - SEE LIST
- C.N.#X TITLE REPORT (ORDER NUMBER REFERENCE
- T.R.

EQUIPMENT & PROCEDURES:

EQUIPMENT: TRIMBLE R8-3 GNSS RECEIVERS
TRIMBLE S8 ROBOTIC TOTAL STATION

MAP PROJECTION/BASIS OF BEARINGS:
UNITS: U.S. SURVEY FEET
HORIZONTAL DATUM: NAD 83 (2011) EPOCH 2010