

COPY



200212050136

Skagit County Auditor

12/5/2002 Page

1 of

16 3:27PM

AFTER RECORDING MAIL TO:

Name _____

Address _____

City / State _____

Document Title(s): (or transactions contained therein)

1. LEASE/RENTAL AGREEMENT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. HSIU LIEN HUNG
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. JOHN A TEMPLE
2. SALLY L. TEMPLE
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

LOT 65 EAGLEMONT PHASE 1A 15-130

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

P104334



**First American Title
Insurance Company**

**FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY**

M7975

(this space for title company use only)

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 05 2002

NWMLS Form No. 76
Option to Buy Real Estate
Rev. 04/01
Page 1 of 2

Amount Paid \$0
Skagit Co. Treasurer
By *[Signature]* Deputy
OPTION TO BUY REAL ESTATE

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Dated: January 22, 2002

1. Parties. This Option is between John A. & Sally L. Temple ("Buyer")
and Hsiu Lien Hung ("Seller").

2. Option or Lease Option. This Option is:

☒ Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated
Default on that Lease constitutes default on this Option.

☐ Unrelated to any lease between the parties.

3. Purchase Price. The Purchase Price of the Property shall be \$425,000.00
\$425,000.00 Dollars (), which shall be paid in cash at closing unless
otherwise specified in this Option. The following shall be applied to the: ☒ Down Payment ☐ Purchase Price:

☐ All rent paid under the above Lease;

☐ The dollar amount filled in at Paragraph 5, below;

☒ Other: \$20,000 - \$5,000 Earnest Money & \$15,000 on occupancy.

4. Legal Description. The legal description of the Property is: ☐ In the above Lease ☐ Attached ☐ As follows:

1522 Alpine View Drive, Mount Vernon WA 98274
Lot 65, Eaglemont, Phase I-A

5. Option/Time Limit. In consideration of: ☒ The rent and terms of the above Lease, and/or ☐
paid by Buyer to Seller; Seller grants to Buyer, and Buyer's successors and assigns, the right to buy the
Property on or before 03/31/2003 (the "expiration date") without grace or extension of said
date. In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's life
(whichever occurs later) plus twenty-one years.

6. Notice-Exercise of Option. Buyer may exercise this Option only by written notice personally delivered or
sent by certified mail, return receipt requested, to Seller at Sea-Yan Investment Associates
1630 Unison Place, MTV WA 98274 at least 30 days in advance of the expiration date of this option.

7. Closing. At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow with
First American Title Co. the Closing Agent, all monies and documents necessary to
close this transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and
money, Seller shall deposit into escrow with said Closing Agent all documents and money required of the
Seller to close this sale.

8. Time is of the Essence. Time is of the essence in this Option. In the event that: (a) Buyer shall fail to give
notice of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the
expiration date through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and
money into escrow on or before the time required in paragraph 7, above, then this Option and Buyer's
privilege to buy the Property shall terminate and Seller shall retain the option payment set forth in paragraph
5, above.

9. Purchase and Sale Agreement. Buyer and Seller have completed and attached hereto a Purchase and
Sale Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction
according to the terms and conditions set forth in the attached Purchase and Sale Agreement and, unless
otherwise provided therein, all time periods stated therein shall run from the date Buyer gives Seller notice
exercising this Option (e.g., time periods for obtaining financing, inspections, and title review). In the event of
conflict between this Option and the attached Purchase and Sale Agreement, this Option shall control.

Initials: BUYER: *[Signature]* DATE: 1/22/02 SELLER: *[Signature]* DATE: 1/28/02
BUYER: *[Signature]* DATE: 1/22/02 SELLER: *[Signature]* DATE: 1/28/02



200212050136
Skagit County Auditor

Jan 22 02 06:03p

Eaglemont

(360) 428-8188

NWMLS Form No. 76
Option to Buy Real Estate
Rev. 04/01
Page 2 of 2

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OPTION TO BUY REAL ESTATE
(continued)

10. Commission. In the event that this Option shall be exercised, and the sale closed, Seller agrees to pay, at closing of this sale, a commission of \$7,375.00 or % of the Purchase Price to John & Elva Hunter, Coldwell Banker Eaglemont, a licensed real estate broker. No broker involved in this transaction is receiving compensation from more than one party unless otherwise disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation.
11. Agency Disclosure. At the signing of this Option, the Selling Licensee represents ☐ Seller ☒ Buyer ☐ both parties ☐ neither party. The Listing Agent represents ☐ Seller ☐ both parties ☐ neither party. Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker acting as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker acting as dual agents. Buyer and Seller confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."
12. Title Insurance. Within 300 or sooner days (10 days if not filled in), following mutual acceptance of this Option, Seller shall obtain, at Seller's expense, and deliver to Buyer a preliminary commitment for a standard form owner's policy of title insurance showing marketable title. The preliminary commitment is to be ordered through title company. If title cannot be made marketable within days (60 days if not filled in) following Buyer's receipt of said preliminary commitment, all money paid to Seller by Buyer pursuant to this Option shall, unless Buyer elects to waive such defects or encumbrances, be immediately refunded to Buyer and this Option shall thereupon be terminated.
- At closing of this transaction, Seller will, at Seller's expense, obtain a policy of title insurance, with homeowner's additional protection and inflation protection endorsements, if available, at no additional cost, showing marketable title.
- The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before closing.

John & Elva Hunter 1-22-02
Buyer Date

John & Elva Hunter 1/22/02
Buyer Date

Coldwell Banker Eaglemont

Selling Broker

John & Elva Hunter

Selling Licensee

STATE OF WASHINGTON)

) ss.

COUNTY OF)

I hereby certify that I know or have satisfactory evidence that
appeared before me and signed this instrument and acknowledged it to be a free and voluntary act for the uses
and purposes mentioned in this instrument.

John & Elva Hunter 01/22/02
Seller Date

John & Elva Hunter 01/22/02
Seller Date

Listing Broker

Listing Agent

Dated

Notary Public in and for the State of Washington,

Residing at

pointment expires



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Skagit County Auditor

LEASE / RENTAL AGREEMENT

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This Agreement dated January 22, 2002
is made and entered into between Hsiu Lien Hung ("Lessor"),
by and through his/her "Lessor's Broker" and John A. & Sally L. Temple ("Tenant")
for the "Property" commonly known as 1522 Alpine View Drive
in Mount Vernon, WA 98274 Skagit County, Washington.

If this Agreement is for a term of more than one (1) year, the legal description of the Property will be attached as Exhibit A.

1. **SECURITY DEPOSIT.** Lessor acknowledges receipt from Tenant of the sum of \$5,000.00, which is being deposited in Additional \$15,000 on possession Bank, Seller's Branch, in , WA. Lessor or Lessor's

Broker will give written notice of any change in said depository. This deposit is security for performance of Tenant's obligations pursuant to this Agreement, including but not limited to payment of rent, and to indemnify Lessor for damages to and cleaning of the Property for which Tenant is responsible.

A written "Move In/Move Out Inspection Agreement" describing the condition and cleanliness of and any damage to the Property and furnishings will be signed by Lessor or Lessor's Broker and Tenant upon commencement of tenancy and a written copy given to Tenant. NO SECURITY DEPOSIT MAY BE COLLECTED UNLESS THIS CHECKLIST IS COMPLETED.

Within fourteen (14) days after termination of tenancy and vacation of premises (or abandonment of premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, addressed as Tenant directs or in the absence thereof, to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such damages and cleaning, Tenant agrees to pay any deficiency on demand.

2. **POSSESSION.** In the event Tenant fails to take possession on the date indicated below, Tenant agrees to pay rent for the number of days the Property remains vacant. If, through no fault of Lessor or Lessor's Broker, Lessor cannot deliver possession of the Property to Tenant on the date indicated below, Lessor shall not be liable to Tenant for damages.

3. **TERM (Check one).**

☒ a. **LEASE.** This Agreement is for a term of April 1, 2002 commencing on 04/01/2003

This Agreement shall end at midnight on 04/01/2003. Tenant must vacate the Property and surrender possession on the last day of the term. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover. If Tenant vacates prior to the expiration of the term, the security deposit shall be forfeited and Tenant shall be obligated for the rental payments for the remainder of the term, or until the Property has been re-rented, whichever is less.

☐ b. **MONTH-TO-MONTH.** This Agreement is for a month-to-month tenancy commencing on . Lessor or Tenant may terminate this Agreement upon written notice received by the other at least 20 days prior to any day on which rent is due. If any such notice of termination is not received at least 20 days in advance, then it shall be effective not on that, but on the next following, rent day.

4. **RENT.** The rent is \$2,000.00 per month, payable in advance, on or before the ☒ first day ☐ day of each month commencing on the first month of the term. Rent shall be paid ☐ to Lessor's Broker at the address shown below ☐ to Lessor at the address shown below. Lessor acknowledges receipt of as the first and month's rent.

5. **UTILITIES.** Tenant shall pay all utilities when due except: ☒ water ☒ sewer ☒ garbage ☐

6. **OCCUPANCY/SUBLETTING.** The Property is rented as a private residence only for the following named persons:

John A. & Sally L. Temple

Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give accommodation to any roomers or lodgers, without the prior written consent of Lessor or Lessor's Broker.

7. **MAINTENANCE.** Tenant will at all times maintain the Property, including any yard and lawn, in a neat and clean condition and upon termination of this Agreement will leave the Property in as good condition as it is now, reasonable wear and tear excepted. Tenant agrees not to make any alterations or improvements to the Property without Lessor's prior written approval.

INITIALS: TENANT JAT

DATE 1-22-02

LESSOR John Hung

DATE 01/28/02

TENANT JAT

DATE 1/22/02

LESSOR John Hung

DATE 01/28/02



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LEASE / RENTAL AGREEMENT
(Continued)

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8. **INSPECTION/SALE.** It is agreed that Lessor may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, will give two days' notice to Tenant. If Lessor wishes to show the Property to actual or prospective purchasers or tenants, only one day's notice of intent to enter shall be required. 48-50
9. **RENT LATE CHARGE/NSF CHECK.** If any rent is not paid on or before the due date, Tenant agrees to pay a late charge of ☒ for each day that the same is delinquent, including the day of payment, up to a maximum of 10% of one month's rent, or _____ 51-53
Tenant agrees to pay a charge of _____ for each NSF check given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF. 54-55
In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within 5 days. 56-57
10. **RULES.** The attached Rules on page 4 are a part of this Agreement and failure to abide by them will constitute default under this Agreement. 58-59
11. **ATTORNEYS' FEES.** In the event it is necessary for either party to employ an attorney to enforce any terms of this Agreement, the prevailing party is entitled to reasonable attorneys' fees as provided for by law. In the event of a trial, the amount shall be as fixed by the Court. 60-62
12. **WAIVER OF SUBROGATION.** Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies. 63-67
13. **NONREFUNDABLE FEE.** Tenant agrees to pay prior to occupancy, a nonrefundable fee of _____ This nonrefundable fee shall not be returned under any conditions. 68-69
14. **PETS.** No dogs, cats or other animals will be permitted on the Property without the prior written consent of the Lessor or Broker and without a fully executed Pet Agreement (NWMLS Form No. 68A) 70-71
15. **PERSONAL PROPERTY.** Tenant agrees that all personal property kept in or on the Property is at the risk of the Tenant. Tenant is specifically advised of the availability of and is encouraged to obtain insurance for such personal property. 72-73
16. **SMOKE DETECTOR.** Tenant acknowledges and Owner/Lessor's Agent certify that the Property is equipped with a smoke detector(s) as required by RCW 48.48.140 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. Failure to properly maintain the smoke detector(s) can result in punishment including a fine of not more than \$200.00 pursuant to RCW 48.48.140. 74-78
17. **AGENCY DISCLOSURE.** If real estate licensees are involved in this transaction, then at the signing of this Agreement, Lessor's Agent represents ☐ Lessor ☐ both Lessor and Tenant. The Tenant's Licensee represents ☐ Lessor ☐ Tenant ☐ both Lessor and Tenant ☐ neither Lessor nor Tenant. 79-81
Lessor's Broker represents the same party that Lessor's Agent represents. Tenant's Broker represents the same party that Tenant's Licensee represents. If Tenant's Licensee and Lessor's Agent are different salespersons affiliated with the same Broker, then both Tenant and Lessor confirm their consent to that Broker representing both parties as a dual agent. If Tenant's Licensee and Lessor's Agent are the same salesperson representing both parties, then both Tenant and Lessor confirm their consent to that salesperson and Broker representing both parties as dual agents. Tenant and Lessor confirm receipt of the pamphlet entitled "The Law of Real Estate Agency." 82-87
18. **COMMISSION.** Lessor agrees to pay Lessor's Broker the sum of \$1,920.00 for negotiating this Agreement. If Tenant enters into an agreement or option to purchase the Property during Tenant's occupancy or within six (6) months thereafter, Lessor agrees to pay Lessor's Broker a sales commission of _____ or _____ % of total selling price. 88-92
No Broker involved in this transaction is receiving compensation from more than one party unless disclosed on a separate addendum, in which case both Lessor and Tenant consent to such compensation. 93
19. **LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 94-95

INITIALS: TENANT [Signature] DATE 1-22-02 LESSOR [Signature] DATE 01/28/02
TENANT [Signature] DATE 1/22/02 LESSOR [Signature] DATE 01/28/02



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LEASE / RENTAL AGREEMENT
(Continued)

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RULES

1. **Garbage.** Tenant shall furnish his/her own garbage can and place it where required for pickup. 118
2. **Illegal Use.** Tenant shall not use the Property for any illegal purposes. 119
3. **Repairs.** Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows. 120
4. **Freezing.** Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather. 121
5. **Drains.** Tenant shall relieve stoppage of drains and sewers at Tenant's expense unless resulting from a condition existing at the time Tenant moved in. 122
6. **Nails/Painting.** Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of the Lessor or Lessor's Agent. 123
7. **Lawns & Shrubs/Snow.** Tenant will cut and water any lawn and water any shrubs, trees and landscaping so as to maintain the same in as good a condition as they presently are. In the event of snow, Tenant will remove the same from any abutting sidewalks. 124
8. **Noise/Nuisance.** TV, stereo, radio and musical instrument volumes shall be kept low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property. 125
9. **Guests.** Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules. 126
10. **Pets.** If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces or surrounding Property except on a leash and accompanied by the Tenant. It is the Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties. 127
11. **Vehicles.** Recreation vehicles, trailers, boats and inoperable or unlicensed automobiles may not be parked or stored on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Repairs to any vehicles in these locations must be completed within 24 hours of commencement. 128
12. **Hallways & Common Areas.** If there are hallways or other common areas shared with other tenants, noise shall be kept to a minimum therein and nothing may be stored, even temporarily, therein. 129
13. **Fireplace Insert/Wood Stove.** Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used. 130
14. **Water Beds, Pianos & Heavy Objects.** No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance. 131
15. **Screens.** Lessor is not obligated to provide window and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them. 132



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16 3:27PM

INITIALS: TENANT

[Signature]

DATE

1-22-02

LESSOR

[Signature]

DATE

01/18/02

153

TENANT

[Signature]

DATE

1/22/02

LESSOR

[Signature]

DATE

1/15/02

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LEASE / RENTAL AGREEMENT
(Continued)

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Tenant John A Temple 1-22-02
Date
Tenant John A Temple 1/22/02
Date

Lessor James Hing 01/28/02 98
Date
Lessor James Hing 01/28/02 99
Date

611 W. Division St. Ste. A
Tenant's Present Address

Lessor's Address 100

Mount Vernon, WA 98273
City, State, Zip

City, State, Zip 101

360-336-1002 360-708-4980
Home Phone Work Phone

Lessor's Phone 102

Tenant's Employer

Lessor's Broker 103

Tenant's Broker

Lessor's Agent 104

Tenant's Licensee

Broker's Office Address 105

Broker's Phone 106

STATE OF WASHINGTON)

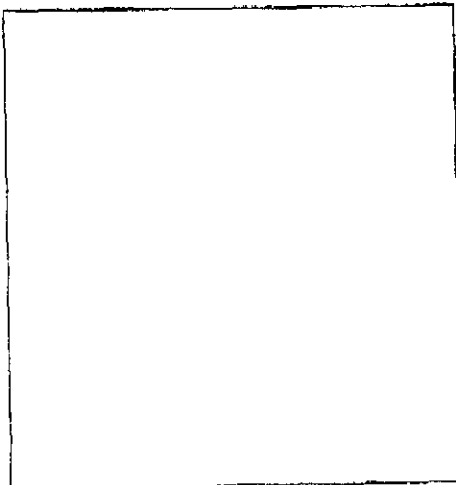
107

)ss.

COUNTY OF _____)

108

I certify that I know or have satisfactory evidence that _____ 109
is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknow- 110
ledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument. 111



(Use this space for notarial stamp/seal.)

DATED: _____ 112

Signature: _____ 113

Print Name: _____ 114

Notary Public in and for the State of _____ 115

Washington, Residing at: _____ 116

My Appointment Expires: _____ 117



200212050136
Skagit County Auditor

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. Date: January 22, 2002 MLS No.: _____
2. Buyer: John A. & Sally L. Temple
3. Seller: Hsiu Lien Hung
4. Property: Tax Parcel Nos.: P104334 (Skagit County)
Street Address: 1522 Alpine View Drive, Mount Vernon WA Washington 98274
Included Items: ☒ stove/range ☒ refrigerator ☐ washer ☐ dryer ☒ dishwashers ☐ hot tub ☒ fireplace insert
☐ wood stove ☐ satellite dish ☒ security system ☐ other _____
Legal Description: 1522 Alpine View Drive, Mount Vernon WA 98274
Lot 65, Eaglemont, Phase 1-A
5. Purchase Price: \$425,000.00
6. Earnest Money: (To be held by ☐ Selling Broker ☐ Closing Agent)
Personal Check: _____
Note: _____
Other (): See Form No. 75, Option to Buy Real Estate
7. Default: (check only one) ☒ Forfeiture of Earnest Money ☐ Seller's Election of Remedies
8. Title Insurance Company: First American Title Co.
9. Closing Agent: ☒ a qualified closing agent of Buyer's choice ☐ _____
10. Closing Date: 04/01/2003
11. Possession Date: ☒ on Closing ☐ _____ calendar days after Closing ☐ _____
12. Offer Expiration Date: _____
13. Counteroffer Expiration Date: _____
14. Addenda: 35(Inspection) 42(Agency Discl.) 75(Option to Buy)
68(Lease/Rental)
15. Agency Disclosure: Selling Licensee represents ☐ Buyer ☐ Seller ☒ both parties ☐ neither party
Listing Agent represents ☐ Seller ☐ both parties
16. Services of Closing Agent for Payment of Utilities: ☐ Requested (Attach NWMLS Form 22K) ☒ Waived

John A. Temple 1-22-02
Buyer's Signature Date
Sally L. Temple 1/22/02
Buyer's Signature Date

611 W. Division St. Ste. A
Buyer's Address
Mount Vernon, WA 98273
City, State, Zip
360-336-1002 360-708-4930
Phone Fax

Buyer's E-mail Address _____
Coldwell Banker Eaglemont
Selling Broker
John & Elva Hunter
Selling Licensee (Print)
360-424-3737 360-424-1871
Phone

Hsiu Lien Hung Jan 28, 2002
Seller's Signature Date
for Hsiu Lien Hung Hsiu Lien Hung
Seller's Signature Date
1630 Union Place
Seller's Address
Mount Vernon, WA 98274
City, State, Zip
360-428-2788 360-428-8188
Phone Fax

Seller's E-mail Address _____
Listing Broker _____
MLS Office No. _____
Listing Agent (Print) _____



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Skagit County Auditor

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- a. **Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds or gifts, except to the extent otherwise specified in this Agreement. 1 2 3 4
- b. **Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement. Selling Licensee will deposit any check to be held by Selling Broker as Earnest Money within 3 days after receipt or mutual acceptance whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent. Buyer agrees to pay financing and purchase costs incurred by Buyer. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. 5 6 7 8 9 10 11 12 13 14 15 16 17
- c. **Included Items.** Any of the following items located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and all bathroom and other fixtures. However, items identified in Specific Term No. 4 are included only if the corresponding box is checked. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing. 18 19 20 21 22 23 24
- d. **Condition of Title.** Buyer and Seller authorize Selling Licensee, Listing Agent or Closing Agent to insert, attach or correct the Legal Description of the Property. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. 25 26 27 28 29 30 31 32 33
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for a standard form owner's policy of title insurance, with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company. The Title Insurance Company is to send a copy of the preliminary commitment to both Listing Agent and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 34 35 36 37 38 39 40 41 42 43

Initials: BUYER: [Signature] DATE: 1-22-02 SELLER: [Signature] DATE: 01/28/02 44
BUYER: [Signature] DATE: 1/22/02 SELLER: [Signature] DATE: 01/28/02 45



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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- f. **Closing.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys to Buyer on the Closing Date or on the Possession Date if the Possession Date differs from the Closing Date. 46-50
- g. **Possession.** Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. 51-52
- h. **Closing Costs and Prorations.** Seller and Buyer shall each pay one-half of the escrow fee unless this sale is FHA or VA financed, in which case it shall be paid according to FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay them at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 16, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller agrees to provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 53-63
- i. **Sale Information.** The Listing Agent or Selling Licensee are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all lenders, financial institutions, Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning the status, progress and final disposition of financing, appraisal, Closing, title condition, and any other matter concerning this sale, including buyer's credit report. In addition, Buyer shall provide any additional consent or authorization necessary to permit Buyer's lender or financing institution to provide information concerning the status, progress and final disposition of financing to the Listing Agent and/or Selling Licensee. 64-72
- j. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 73-76
- k. **Notices.** Unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Receipt by Selling Licensee of a Real Property Transfer Disclosure Statement, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement and/or Resale Certificate shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice. 77-87
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. If the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. Time is of the essence of this Agreement. 88-92

Initials: BUYER: [Signature] DATE: 1-22-02 SELLER: [Signature] DATE: 1/28/02 93
BUYER: [Signature] DATE: 1/28/02 SELLER: [Signature] DATE: 1/28/02 94



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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

(continued)

- m. **Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 95-97
- n. **Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. 99-101
- o. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. 102-103
- p. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply: 104-105
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 106-107
- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 108-111
- q. **Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 112-113
- r. **Offer.** Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 114-117
- s. **Counteroffer.** Seller agrees to sell the Property under the terms and conditions of this Agreement. If Seller makes a counteroffer, Buyer shall have until 9:00 p.m. on the Counteroffer Expiration Date to accept the counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. If no expiration date is specified for a future counteroffer, the counteroffer shall expire at 9:00 p.m. on the second day after the counteroffer is signed by the last party making the counteroffer, unless sooner withdrawn. 118-124
- t. **Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 125-130
- u. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. 131-137
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, Buyer may rescind this Agreement at any time up to 3 days after Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J). 138-140

Initials: BUYER: [Signature] DATE: 1-22-02 SELLER: [Signature] DATE: 1/22/02
BUYER: [Signature] DATE: 1/22/02 SELLER: [Signature] DATE: 1/22/02



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INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated January 22, 2002 1
between Hsiu Lien Hung ("Seller") 2
and John A. & Sally L. Temple ("Buyer") 3
concerning 1522 Alpine View Drive Mount Vernon WA 98274 ("the Property") 4

1. ☒ **INSPECTION CONTINGENCY.** The above Agreement is conditioned on Buyer's personal approval of a written inspection of the Property and the improvements on the Property. Buyer's inspection may include, at Buyer's option, the structural, mechanical and general condition of the improvements to the Property, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. 5

All inspections are to be (a) ordered by Buyer, (b) performed by an inspector of Buyer's choice and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. When the terms and conditions of this Inspection Addendum have been satisfied, then this Addendum shall be deleted from and no longer a part of the Agreement. 8

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement pursuant to RCW 64.06 based on conditions identified in any inspection or inspection report(s). 15

Oil Storage Tanks. Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller. 18

Corrections. If Seller agrees to correct the condition(s) identified by Buyer, then it shall be accomplished at Seller's expense in a commercially reasonable manner prior to the Closing Date. In the case of hazardous materials, "correction" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a licensed hazardous material engineer or other expert selected by Seller. Seller's corrections are subject to reinspection and approval, prior to Closing, by the inspector who prepared Buyer's inspection report, if Buyer elects to order and pay for such reinspection. 21

Neighborhood Review. Buyer's inspection includes Buyer's verification in Buyer's sole discretion that the conditions of the neighborhood in which the Property is located are consistent with Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review includes Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ days (3 days if not filled in) of mutual acceptance of this Agreement then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). 28

Additional Inspections. If the inspector hired by Buyer recommends further evaluation of any item by a specialist, Buyer shall have an additional _____ days (5 days if not filled in) to obtain further evaluation by a specialist. Any further evaluation constitutes an inspection under this Addendum, and all of the terms and condition of this Addendum shall apply. 36

Check option 1A or 1B to determine the course of action following inspection: 40

☐ **OPTION 1A Automatic Waiver If Buyer Does Not Disapprove Inspection.** 41

This inspection contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives notice of disapproval of the inspection report within _____ days (10 days if not filled in) after mutual acceptance of this Agreement. Buyer may disapprove the inspection for any reason in Buyer's sole discretion. If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 42

Initials: BUYER: [Signature] DATE: 1-22-02 SELLER: [Signature] DATE: 01/28/02 47
BUYER: [Signature] DATE: 1/22/02 SELLER: [Signature] DATE: 01/28/02 48



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INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT

(continued)

Requests For Modification. If Option 1A applies, Buyer and Seller agree that any discussion, notice of defects and/or request to repair which does not expressly terminate the Agreement is a request for modification only and shall not affect Buyer's right to waive or remove the Inspection Contingency and close the transaction in accordance with the terms of this Agreement. Requests for modification do not eliminate the need for Buyer to give an explicit notice of disapproval to terminate this Agreement.

OR

☒ **OPTION 1B Seller's Opportunity to Repair if Buyer Disapproves of Inspection.**

(i) **Buyer's Notice of Disapproval.** This inspection contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives notice of disapproval within 30 days (10 days if not filled in) of mutual acceptance of this Agreement. The notice of disapproval must (a) restate the conditions to which the Buyer objects and (b) be accompanied by a copy of the portion(s) of a written inspection report that identifies the conditions to which the Buyer objects.

(ii) **Seller's Response.** If Buyer disapproves the inspection report then Seller shall have _____ days (3 days if not filled in) after receipt of Buyer's disapproval notice to give notice that Seller (a) will correct all the conditions identified in Buyer's notice, (b) offers an alternative remedy for the disapproved conditions, or (c) will not make the repairs.

In lieu of repair by Seller, the parties may mutually agree on any other remedy for the disapproved conditions, including but not limited to cash payments from Seller to Buyer or adjustments in the Purchase Price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this paragraph 1B(ii), then this Inspection Contingency shall be deemed satisfied.

(iii) **Seller Will Not Repair/No Agreement for Alternative Remedies.** If the Seller does not give notice that the Seller will correct all the condition(s) identified by Buyer or if the parties have not secured a written agreement for alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in paragraph 1B(ii) or delivery of Seller's notice pursuant to paragraph 1B(ii), whichever first occurs. The Earnest Money shall then be refunded to the Buyer and the parties shall have no further obligations to each other. Requests for modification or Buyer's "conditional approval" of the inspection report do not eliminate the need for Buyer to give an explicit notice of termination to terminate this Agreement.

ATTENTION BUYER. You should carefully note paragraphs 1B(i) and 1B(iii). Unless you give these notices, you will be required to purchase the Property without the Seller having corrected the conditions noted in the written inspection report and without any alternative remedy for those conditions.

2. ☐ **WAIVER OF INSPECTION.** Buyer has been advised to obtain a professional building, hazardous substances, pest or soils/stability inspection, and to condition the closing of this transaction on the results of such inspection(s), but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.
3. ☐ **BUYER PURCHASES "AS IS"/SELLER'S DISCLAIMER OF WARRANTIES.** Buyer elects to purchase the Property "AS IS." Buyer acknowledges that the decision to purchase "AS IS" was based on Buyer's personal inspection and Buyer has not relied on any representations by Seller, Listing Agent or Selling Licensee. Seller explicitly disclaims and deletes from the Agreement any warranties and representations relating to the physical condition of the Property set forth elsewhere in the Agreement.
4. ☐ **DEPOSIT OF EARNEST MONEY.** Selling Broker shall retain the Earnest Money, without deposit, during the pendency of this Inspection Contingency. Upon waiver or satisfaction of this inspection contingency, Selling Broker shall deposit the Earnest Money in accordance with paragraph b of the Agreement. To the extent this paragraph differs from the terms of the Agreement, the terms of this paragraph shall control.

Initials: BUYER: SPK
BUYER: SKT

DATE: 1-22-02

SELLER: John Heng

DATE: 01/28/02

DATE: 01/28/02



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AGENCY DISCLOSURE

Washington State law requires real estate licensees to disclose to all parties to whom the licensee renders real estate brokerage services whether the Licensee represents the Seller (or Lessor), the Buyer (or Lessee), both the Seller/Lessor and Buyer/Lessee, or neither.

YOU ARE ADVISED THAT THE UNDERSIGNED IS THE AGENT OF THE BUYER
UNLESS OTHERWISE STATED HERE:

THE UNDERSIGNED REPRESENTS: Seller and Buyer,

THE UNDERSIGNED BUYER/LESSEE OR SELLER/LESSOR ACKNOWLEDGES RECEIPT OF A
COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY"

BUYER

John A. Temple
(Signature)

DATE 1-22-02

BUYER

John A. Temple
(Signature)

DATE 1/22/02

SELLER

James Iding
(Signature)

DATE 1/28/02

SELLER

James Iding
(Signature)

DATE 1/28/02

LICENSEE John & Elva Hunter

(Print/Type)

LICENSEE'S SIGNATURE

John M. Hunter

COMPANY NAME AS LICENSED Coldwell Banker Eaglemont Real Estate

(Print/Type)



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ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated January 22, 2002 1
between Hsiu Lien Hung ("Seller") 2
and John A. & Sally L. Temple ("Buyer") 3
concerning 1522 Alpine View Drive, Mount Vernon, WA 98274 ("the Property") 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

RE: LEASE / RENTAL AGREEMENT, NWMLS# 68 6
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8

1. Security Deposit 9
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of \$20,000.00 to be credited towards purchase price of home at closing, in favor of Buyers. 11
12
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4. Rent. 14
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\$400.00 of the \$2,000.00 monthly rent to be credited towards purchase price of home at closing, in favor 16
of Buyers. 17
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Seller agrees to allow the tenant / Buyer to have two (2) dogs & one (1) bird on premises. Dogs are small / 23
medium - 12 years old and house trained. Bird remains in cage or on perch. 24
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

AGENT (COMPANY) Coldwell Banker Eaglemont Real Estate

BY: [Signature]

Initials: BUYER: JA DATE: 1-22-02 SELLER: Hsiu Lien Hung DATE: 01/28/02 44
BUYER: SLT DATE: 1/22/02 SELLER: [Signature] DATE: 01/28/02 45

EXHIBIT A

Lot 65, Eaglemont Phase 1A as per plat recorded in Volume 15 of Plats,
Pages 130 through 146 inclusive records of Skagit County, Washington.



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