

**Return Address:**

JOHNSON and NAGAICH, P.S.  
31919 Sixth Avenue South, Suite A-100  
Federal Way, WA 98003



200910230081  
Skagit County Auditor

10/23/2009 Page 1 of 7 3:46PM

**Document Title(s) or transactions contained herein:**

Purchase and Sale Agreement

**Reference Number(s) of related documents:**

There is no reference number assigned or released.

**Grantor/Seller(s):**

MICHAEL P. JONES and MARILYN E. JONES

**Grantee/Buyer(s):**

BETTY D. LEVICK

**Legal Description:**

Tract 1 of "DEWEY BEACH ADDITION", as per plat recorded in Volume 6 of Plats, page 17, records of Skagit County, Washington,

TOGETHER WITH tidelands of the second class as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon said premises.

SUBJECT TO: 1992 property taxes; Paragraphs A thru D of Schedule B-1 of First American Title Company's preliminary commitment No. 34759.

**Assessor's Property Tax Parcel/Account Number(s) at the time of recording:**

P64987 / 3900-000-001-0004

**Commonly Known Address:**

15165 Deception Road, Anacortes, WA 98221

# PURCHASE AND SALE AGREEMENT

The Buyer, BETTY D. LEVICK [hereinafter "Buyer"], agrees to buy, and the Seller, MICHAEL P. JONES and MARILYN E. JONES [hereinafter "Seller"], agrees on the terms herein, to sell twelve (12%) interest in and to the real property located at 15165 Deception Road, Anacortes, County of Skagit, State of Washington, [hereinafter the "Premises"], and is more particularly described as:

Tract 1 of "DEWEY BEACH ADDITION", as per plat recorded in Volume 6 of Plats, page 17, records of Skagit County, Washington, TOGETHER WITH tidelands of the second class as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon said premises.

SUBJECT TO: 1992 property taxes; Paragraphs A thru D of Schedule B-1 of First American Title Company's preliminary commitment No. 34759.

1. Purchase Price.

- a. The purchase price is Ninety-Four Thousand and no/100th Dollars (\$94,000.00).
- b. The Buyer will pay all closing costs, excise sales tax and any other applicable fees or expenses incurred in the purchase and sale of this real property.

2. Contingencies.

Notwithstanding any other provision of this instrument, this contingency shall be deemed waived unless written notice of an unsatisfactory result is received by the Seller from the Buyer on or before the date of closing.

3. Closing.

This sale shall be closed on or before October 1, 2009, which shall be the termination date.

4. Conveyancing.

Ownership in the above-referenced real property shall be conveyed by Quit Claim Deed to which the parties hereby give their consent.

5. Possession.

The Buyer is in possession of the real property and will continue possession as an owner at closing. "Closing" means the date on which all documents are recorded and the sales proceeds are available to the Seller.



6. Time of Performance.

Time is of the essence in each and every term of this Agreement.

7. Closing Costs.

The Buyer shall pay the escrow fee, if any, recording fees and title transfer fees as referenced in paragraph 1b above.

8. Taxes.

8.1 Sales Tax. The Buyer shall assume and pay all sales tax which results from the purchase and sale described herein and further agrees to defend, indemnify and hold the Seller harmless therefrom as referenced in paragraphs 1b above.

8.2 Personal Property Tax. The Seller represents and warrants that she has paid all personal property taxes for calendar year 2009. The Buyer shall assume and pay all personal property taxes due for all succeeding years thereafter.

9. Default.

If either party fails, without legal excuse, to complete the purchase, then the non-defaulting party may:

9.1 Bring suit against the defaulting party for the non-defaulting party's actual damages;

9.2 Bring suit against the defaulting party to specifically enforce this Agreement and to recover any incidental and/or consequential damages; and

9.3 Pursue any other rights or remedies available at law or in equity.

10. Attorney's Fees.

If either party defaults under the terms of this Agreement, then that party agrees to pay the non-defaulting party all reasonable expenses which the latter incurs by reason thereof, including but not limited to, reasonable attorney's fees, whether with respect to the investigation of such failure or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings or otherwise. The term "legal proceedings" which is used in this paragraph shall include all litigation, arbitration, mediation, administrative, bankruptcy and judicial proceedings, including appeals therefrom.

11. Venue/Governing Law.

The venue of any action hereunder shall be Skagit County, Washington. This Agreement shall be construed in accordance with the laws of the State of Washington.

12. Assignment.

The Buyer may not assign this Agreement, or any of its rights, liabilities or obligations hereunder, without the Seller's prior written consent.



13. No Merger.

The parties specifically agree that, upon closing, none of the provisions of this Agreement shall be deemed merged, and all of said provisions shall survive closing and continue in full force and effect.

14. Entire Agreement.

This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

15. Amendment.

This Agreement may not be modified or amended except by writing signed by all parties hereto.

16. Waiver.

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other further exercise thereof or the exercise of any other right, power or privilege hereunder.

17. Successors.

Subject to paragraph 16 above, this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, personal representatives, successors and assigns.

18. Severability.

Each and every provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

19. Headings.

The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

20. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, by certified mail, with postage prepaid to:



**Seller:** MICHAEL P. JONES and MARILYN E. JONES  
P.O. Box 1543  
Anacortes, WA 98221

or to such other person or place as the Seller shall furnish to the Buyer in writing; and

**Buyers:** BETTY D. LEVICK  
502 - 43<sup>rd</sup> Avenue SE  
Puyallup, WA 98374

or to such other person or place as the Buyer shall furnish to the Seller in writing.

Notices shall be deemed given upon personal delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

21. Drafter of Agreement.

The Buyer acknowledges that the drafter of this Agreement is the Seller's legal representative to whom the Buyer does not look for any legal counseling or legal advice with regard to this transaction.

THE BUYER ACKNOWLEDGES THAT SHE HAS BEEN ADVISED TO CONSULT WITH INDEPENDENT LEGAL COUNSEL AND HAS HAD AN OPPORTUNITY TO DO SO. BY SIGNING THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT SHE HAS CONSULTED WITH INDEPENDENT LEGAL COUNSEL OF HER CHOICE OR HAS KNOWINGLY WAIVED THE RIGHT TO DO SO. THERE SHALL BE NO PRESUMPTION OF DRAFTSMANSHIP IN FAVOR OF OR IMPLIED AGAINST ANY PARTY.

IN WITNESS WHEREOF the parties have executed this Purchase and Sale Agreement on this 3 day of October, 2009.

Seller:

  
MICHAEL P. JONES

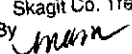
  
MARILYN E. JONES

Buyer:

  
BETTY D. LEVICK

SKAGIT COUNTY  
REAL ESTATE EXCISE TAX

3256  
OCT 23 2009

Amount Paid \$ 1678.20  
By  Deputy



200910230081  
Skagit County Auditor

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that BETTY D. LEVICK is the person who appeared before me, and that said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3rd day of October, 2009.



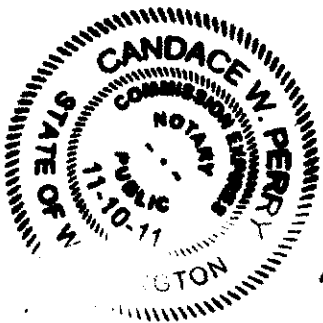
Candace W. Perry  
Printed Name:

Candace W. Perry  
NOTARY PUBLIC in and for the State of Washington.  
Residing at: Bellevue, WA  
My Commission Expires: 11-10-11

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that MICHAEL P. JONES is the person who appeared before me, and that said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3rd day of October, 2009.



Candace W. Perry  
Printed Name:

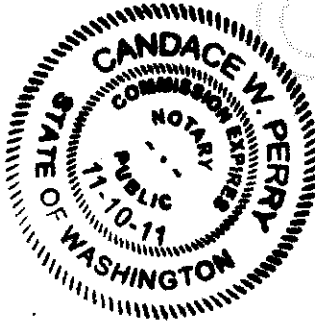
Candace W. Perry  
NOTARY PUBLIC in and for the State of Washington.  
Residing at: Bellevue, WA  
My Commission Expires: 11-10-11



STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that MARILYN E. JONES is the person who appeared before me, and that said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3<sup>rd</sup> day of October, 2009.



Candace W Perry  
Printed Name:

Candace W Perry  
NOTARY PUBLIC in and for the State of Washington.

Residing at: Bellevue, WA

My Commission Expires: 11-10-11



200910230081  
Skagit County Auditor

10/23/2009 Page 7 of 7 3:46PM