

Return address:

Jackie Frazier
16975 Field Rd
Bow, WA 98232



201104130055
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Document Title: Residential Real Estate Purchase
and sale agreement specific terms

Reference Number:

Grantor(s):

additional grantor names on page ___

1. Roy L. Frazier
2. D. Jackie Frazier

Grantee(s):

additional grantee names on page ___

1. Eric J. Thompson
2. Heath Thompson

Abbreviated legal description:

full legal on page(s) ___

PTW Lot 2 SP 23 - 88
13 - 35 - 3

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

P96195

EXHIBIT "B"

**RESIDENTIAL REAL ESTATE PURCHASE
AND SALE AGREEMENT SPECIFIC TERMS**

1. Date: 10-15-2010 MLS No: n/a
2. Buyer: Eric J. and Heather Thompson, husband and wife
3. Seller: Roy L. Frazier and D. Jackie Frazier, husband and wife
4. Property: Tax Parcel Nos.: 350313-3-012-0100/P96195 (Skagit County)
Street Address: 17483 Sam Bell Road, Bow, Washington 98232
Included Items: stove/range refrigerator dishwasher woodstove
 other _____

Legal Description:

That portion of Lot 2, Skagit County Short Plat No. 23-88, approved June 7, 1988, recorded June 8, 1988, in Volume 8 of Short Plats, page 43, under Auditor's File No. 8806080061, records of Skagit County, Washington; being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Short Plat; thence East along the South line thereof, 213.79 feet, more or less, to a point that is 326 feet West of an East line of said Lot 2 as measured at right angles to said East line, and the true point of beginning; thence North 1 degree 7' 36" West, parallel to said East line to a point that is 400 feet North of the south line of said short Plat as measured at right angles thereto; thence East parallel to the South line 326 feet to a point on an East line of said Short Plat; thence South along said East line to the South line of said Lot 2; thence West along the South line of said Lot 2, 326 feet to the true point of beginning.

Subject to: Paragraphs A and B of Schedule B-i of First American Title Insurance Company Preliminary commitment for Title Insurance No. 31045.

Situate in Skagit County, State of Washington

BUYER AND SELLER AGREE THAT CLOSING AGENT MAY SUBSTITUTE A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION, IF NECESSARY

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5. **Purchase Price: Two Hundred Fifty-Eight Thousand Dollars (\$258,000.00). At closing, Seller shall credit Buyer One Thousand Five Hundred Dollars (\$1500.00) per month rent each month Buyer paid rent paid pursuant to a Lease Agreement executed between Seller and Buyer with an effective date of October 1, 2010 which contains an Option To Purchase the Leased Premises**
6. **Earnest Money:** (To be held by Selling Broker x Closing Agent)
Promissory Note: \$ 0.00
7. **Default:** X Seller's Election of Remedies
8. **Title Insurance Company:** Land Title Company
9. **Closing Agent:** Land Title Company
10. **Closing Date:** Upon satisfaction of contingencies but not later than October 1, 2012.
11. **Possession Date:** X on Closing.
12. **Offer Expiration Date:** September 1, 2012
13. **Counteroffer Expiration Date:** N/A
14. **Addenda:** This Agreement is Exhibit "B" to a Lease Agreement for the same legally described real property that is subject to an Option to Purchase Clause contained in a Lease Agreement between Seller (Landlord) and Purchaser (Tenant).
15. **Agency Disclosure:** NO agents are involved in this transaction.
16. **Services of Closing Agent for Payment of Utilities:**
 Requested (Attach NWMLS Form 22K) X Waived

[Signature] 10/15/10
Buyer's Signature Date

[Signature] 10-15-10
Seller's Signature Date

[Signature] 10.15.10
Buyer's Signature Date

[Signature] 10-15-10
Seller's Signature Date

1721 SAM BELL Rd
Buyer's Address

16975 FALW Rd
Seller's Address

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Initials [Initials] Date 10/15/10

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Initials [Initials] Date 10-15-10



Bow WA. 98232
City, State, Zip

Bow WA 98232
City, State, Zip

360 757 4866
Phone Fax

360-757-0747
Phone Fax

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.

b. Earnest Money. Buyer agrees to deliver to the Closing Agent the Earnest Money Promissory Note within 2 days after mutual acceptance of this Agreement. The Promissory Note shall be converted to cash within five days of delivering the Promissory Note to the Closing agent. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Seller for bank charges and fees in excess of the interest earned, if any. 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 Closing Agent may deduct and pay them therefrom.

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; 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; hot tubs; and all bathroom and other fixtures. The 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.

d. Condition of Title. Buyer and Seller authorize the Closing Agent to insert, attach or correct the Legal Description of the Property over their signatures. 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;

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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.

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 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 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.

f. Closing. This sale shall be closed by the Closing Agent on the Closing Date. If this Agreement is contingent on the sale of Buyer's home, this sale shall be closed 1 day after the closing of the sale of Buyer's home or 30 days after Buyer's waiver of that contingency, whichever date occurs earlier. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller.

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.

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

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and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

i. 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.

j. 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, 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.

k. 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, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which event 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 in this Agreement.

l. Facsimile 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.

m. 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.

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n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein.

o. **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:

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.

ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep as liquidated damages all or a portion of the Earnest Money 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.

p. **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.

q. **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.

r. **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 forfeiture 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.

s. **Agency Disclosure.** No agents are involved in this transaction and no commissions shall be paid. Sellers are represented by attorney Paul W. Taylor, 20388 Eric Street, Mount Vernon, Washington 98274, 360-416-6900.

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t. **Open Space Continuation.** Seller and Buyer agree that the property is currently under an "open space agriculture" taxation designation and Buyer agrees to continue that designation after closing. Buyer shall sign all documents necessary to continue such open space agriculture designation. If Buyer at any time decides to change the open space designation, Buyer agrees to pay all assessments, taxes, and penalties incurred as a result from removing the property from that land use taxation designation and hold Sellers harmless therefrom.



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