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VACANT LAND PURCHASE AND SALE AGREEMENT

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE SIGNING.

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The Buyer, DENNIS R. MOORE agrees to buy

and seller agrees to sell, on the following terms, the property known as/at/near Devilbert Rd.
City of SKAMANIA SKAMANIA County, Washington, legally described ☒ as attached ☐ as follows:

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(Buyer and Seller authorize Selling Agent or closing agent to insert or correct, over their signatures, the legal description of the property.) Except in paragraph 11, the term "agent" means the real estate company.

1. PURCHASE PRICE. The purchase price is SIXTEEN THOUSAND five hundred
\$ 16,500 including the earnest money.

2. METHOD OF PAYMENT.

R.E.C. See Addendum 22c

FILED FOR RECORD
SKAMANIA CO WASH
BY Dennis Moore

APR 13 10 42 AM '93

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filed ☒
Vailed ☒

GARY M. OLSON

3. PERCOLATION TEST DISCLOSURE. If the property is located in King County and is not: (a) Served by an approved public or private sewer system; and (b) is to be improved for residential or business use; Seller agrees to deliver to Buyer the Percolation Test Disclosure required by King County.

4. SHORT PLAT. The property ☐ has been ☐ must be ☒ is not legally required to be, short plat. If it has been, the Short Plat Number is in the legal description above.

5. INSPECTION. This Agreement ☐ is ☒ is not conditioned on a professional hazardous materials inspection of the property. If it is, attach PSMLA Form No. 35B or other Hazardous Materials Inspection Addendum.

The parties acknowledge that the Listing and Selling Agents have no expertise on these matters, and recommend the above inspections.

6. ZONING. Seller warrants that the current zoning designation is: Gm

7. UTILITIES. The property is presently served by a: ☐ public water main ☐ private well ☐ community well ☐ sewer main ☐ gas main ☒ electric distribution line ☒ none of the foregoing. The term "served by" means (except in the case of a well) that a main or line capable of adequately serving the entire property abuts or adjoins the property at some point. NOTWITHSTANDING THE FOREGOING, it is the BUYER'S RESPONSIBILITY TO VERIFY within 10 days, (10 days if not filed in) from the date of this Agreement, that any utilities serving the property meet Buyer's needs. If the Buyer does not give notice to the contrary within said number of days, it shall be conclusively deemed that said utilities do meet Buyer's needs.

8. CLOSING OF SALE. This sale shall be closed on JUNE 1, 19 93, or sooner by agreement of the parties, by Skamania County Title or such other closing agent as Buyer shall designate.

9. FIRPTA - TAX WITHHOLDING AT CLOSING. The Closing Agent is instructed to prepare a certification (PSMLA 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.

10. POSSESSION. Buyer shall be entitled to possession ☒ on closing ☐ "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller agrees to maintain the property and included appliances in their present condition, normal wear and tear excepted, until Buyer is entitled to possession.

11. AGENCY DISCLOSURE. At the signing of this agreement, the Selling Agent Jane Keeler Rev Stacy
represented Seller and the Listing Agent Jane Keeler Rev Stacy
represented Seller. Each party signing this Agreement confirms that prior oral and/or written disclosure of agency was provided to him/her in this transaction.

12. CONDITION OF TITLE. 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 the Buyer's intended 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.

13. TITLE INSURANCE. Seller authorizes Lender or Closing Agent, at Seller's expense, to apply for a standard form buyer's policy of title insurance, with homeowner's additional protection and inflation protection endorsements if available at no additional cost. The preliminary commitment therefor, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form. If title cannot be made so insurable prior to the closing date, the earnest money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in paragraph 27 hereof, and this agreement shall thereupon be terminated.

14. CONVEYANCING/PERFORMANCE. WARRANTY DEED. 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.

SECURITY. If this Agreement is for sale on either a Real Estate Contract or a Note secured by Deed of Trust, the parties agree to the FORM(S) ATTACHED HERETO unless an institution providing financing requires different forms. If Real Estate Contract Form LPB-44 is attached hereto, only those optional clauses in that form required by the terms of this Agreement shall apply.

LIABILITY FOR PAYMENTS. The holder is entitled to collect payments on a Real Estate Contract or Note EVEN THOUGH THE BUYER ABANDONS and/or offers to quit claim the property to the holder.

PERFORMANCE. Time is of the essence of this Agreement.

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

15. UNDERLYING ENCUMBRANCES. If there is an existing Deed of Trust, Real Estate Contract or other encumbrance which is to remain unpaid after closing and its terms require the holder's consent to this sale, Buyer agrees to promptly apply for such consent and this Agreement is conditioned on it being obtained.

16. CONDITION OF WELL. Seller warrants the private well (if any) serving, or to serve, the property: (a) Has always provided an adequate supply of household and yard water, meeting State Department of Social and Health Services purity standards; and (b) Continued use of the well is authorized by a State Water Right Certificate or is legally exempt from the requirement of a Certificate.

17. CONDITION OF SEPTIC SYSTEM. Seller warrants that the septic system (if any) serving, or to serve, the property: (a) Is in good working order and Seller has no knowledge of any needed repairs; and (b) Meets all applicable Governmental, health, construction and other standards.

INITIALS: DM

K. M. De Villiers

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VACANT LAND PURCHASE AND SALE AGREEMENT
(CONTINUED)

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SALE INFORMATION. The Listing or Selling Agent is 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 authorize all lenders, closing agents, appraisers, title insurance companies, and others related to this sale, to furnish the listing and/or selling agent, 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. (FHA regulations prohibit lenders giving credit information to anyone on FHA loans.)

19. **SEATTLE REQUIREMENTS.** If the property is in the City of Seattle, Seller agrees to deliver to Buyer a "Certificate of Land Use and Local Assessments" complying with the Seattle Ordinance.
20. **CLOSING COSTS AND PRORATION.** Seller and Buyer shall each pay one-half of escrow fee. Seller shall pay real estate excise tax. Taxes for the current year, rent, interest, and fireable home owner's association dues shall be prorated as of closing. 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.
21. **NOTICES.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing; signed by any one Buyer or Seller (including either husband or wife); and received by or at the office of Selling Agent who, for this limited purpose, shall be the Agent of both parties. Any time limit in or applicable to a notice shall commence on the day following receipt of the notice by the Selling Agent, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day. SELLER AND BUYER MUST KEEP SELLING AGENT ADVISED OF THEIR WHEREABOUTS TO RECEIVE PROMPT NOTIFICATION OF RECEIPT OF A NOTICE. SELLING AGENT HAS 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 ON THIS AGREEMENT.
22. **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.
23. **BUYER'S FUNDS TO CLOSE.** 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 unless expressly set forth elsewhere in this Agreement.

24. **ADDENDUMS.** In addition to any other Addendums referred to in this Agreement, the following Addendums are attached hereto: ☐ None ☒ PSMLA Form # 22C
25. **DEVELOPMENT AND/OR CONSTRUCTION - FEASIBILITY AND COST.** IT IS THE BUYER'S RESPONSIBILITY TO VERIFY within _____ days (15 days if not filed in) from the date of this agreement whether or not the property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS CONCERNING THIS MADE BY THE SELLER OR THE AGENT(S). BUYER SHOULD INQUIRE AT THE CITY OR COUNTY, AND WATER, SEWER OR OTHER SPECIAL DISTRICTS IN WHICH THE PROPERTY IS LOCATED. BUYER'S INQUIRY SHOULD INCLUDE, BUT NOT BE LIMITED TO: BUILDING OR DEVELOPMENT MORATORIUMS applicable to or being considered for the property; any SPECIAL BUILDING REQUIREMENTS, including setbacks, height limits or restrictions on where buildings may be constructed on the property; whether the property is affected by a flood zone, wetlands, shorelands or other ENVIRONMENTALLY SENSITIVE AREA; road, school, fire and any other GROWTH MITIGATION OR IMPACT FEES that must be paid; the procedure and length of time necessary to obtain PLAT APPROVAL and/or a BUILDING PERMIT; water, sewer and utility CONNECTION CHARGES; and all other CHARGES that must be paid.
- If the Buyer does not give notice to the contrary within said number of days, it shall be conclusively deemed that Buyer is satisfied as to construction feasibility and cost. If Buyer does so give notice this agreement shall terminate and the Earnest money shall be returned to Buyer, less any unpaid costs.

26. **COUNTEROFFERS.** If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the 14 day (if not filed in, the second day) following its receipt by or at the office of Selling Agent to accept the counteroffer, unless sooner withdrawn. Acceptance is not effective until a signed copy thereof is received by or at the office of Selling Agent. If the counteroffer is not accepted, it shall lapse and the earnest money shall be refunded to the Buyer.
27. **EARNEST MONEY RECEIPT.** Selling Agent acknowledges receipt from Buyer of \$ 500.00 earnest money, in the form of: ☐ Cash ☒ Personal check ☐ Promissory note due _____ 18 _____ ☐ Other _____, to be held: ☒ By the Closing Agent ☐ In Selling Agent's pooled trust account (with interest paid to the Washington Housing Fund). Selling Agent may, however, transfer the earnest money to the Closing Agent.
- If the earnest money is to be held by Selling Agent and is over \$5,000, it shall be deposited to: ☐ Selling Agent's pooled trust account ☐ A separate trust account in Selling Agent's name, with the interest credited at closing to Buyer/Seller (strike one) whose Social Security (or taxpayer ID) Number is: _____
- If this sale fails to close, whoever is entitled to the earnest money is entitled to the interest.

Selling Agent shall not deposit any check until Buyer and Seller have signed this Agreement. Buyer agrees to pay financing and purchase costs incurred by Buyer. If all or part of the earnest money is to be returned to Buyer and any such costs remain unpaid, the Selling Agent may deduct and pay them therefrom.

SELLING AGENT (COMPANY) Ben Stacy Realty Office No. 7691 Office Ph. 427-8999 Home Ph. 386-52

BY Jane Keeler PRINT NAME JANE KEELER

28. **DEFAULT AND ATTORNEY'S FEES.** If the following conditions are met, and the Buyer fails, without legal excuse (grounds), to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure:
- (1) The earnest money does not exceed 5% of the purchase price.
- (2) If Buyer is purchasing the property primarily for personal, family or household purposes, Buyer agrees to execute and institute here for the above clause to apply:

A _____ Sellers [Signature] Buyers

If both the above conditions are not met, and Buyer fails, without legal excuse (grounds), to complete the purchase of the property, Seller shall have the option to either: (a) Retain the earnest money as liquidated damages, (b) Collect actual damages, or (c) Obtain specific performance together with any incidental damages.

If Buyer, Seller or Agent institutes suit under this Agreement, the prevailing party is entitled to court costs and a reasonable attorney's fee. In the event of trial the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the property is located.

29. **AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE.** Buyer offers to purchase the property on the above terms and conditions. Seller has until midnight of APRIL 5, 1993 to accept this offer. Acceptance is not effective until a signed copy hereof is actually received by or at the office of Selling Agent. If offer is not so accepted, it shall lapse and selling Agent shall refund the earnest money to Buyer.

Buyer [Signature] Date 3/31 1993 Home Ph. (206) 835-5392

Buyer _____ Date _____ 18 _____ Office Ph. _____

Buyer's Address Dennis R. Meers, P.O. Box 330, Wiskoyal, WA. 98671

30. **SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing agreement. The commission shall be apportioned between listing and selling Agents as specified in the listing.

If there is no written listing agreement, Seller agrees to pay Selling Agent a commission of ten eight % of sales price or \$ _____

proceeds equal to the commission. If earnest money is retained as liquidated damages, any costs advanced or committed by Agent(s) for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Listing Agent. Seller acknowledges receipt of a copy of this Agreement, signed by both parties.

Seller Lillian M. DeVilliers Date 4/5/93 1993 Home Ph. (206) 750-9184

Seller _____ Date _____ 18 _____ Office Ph. _____

Print Seller's Name LILLIAN M. DEVILLIERS

Seller's Address 4002 E 18TH N. VANCOUVER, WA. 98661

Listing Office _____ Office No. _____ Office Ph. _____ MLS No. _____

31. **BUYER'S RECEIPT.** Buyer acknowledges receipt of a Seller signed copy of this Agreement, on April 13, 1993

Buyer [Signature] Buyer _____

PAYMENT TERMS
ADDENDUM TO PURCHASE AND SALE AGREEMENT

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The following is a part of the Purchase and Sale Agreement dated march 31, 19 93
between Lillian Devilliers (Seller)
and DENNIS R. MOORE (Buyer)
concerning the purchase and sale of: DEville Rd 2-6-32-0-202
(the property).

METHOD OF PAYMENT.

- ☐ CASH. The purchase price is to be paid in cash at closing.
- ☒ REAL ESTATE CONTRACT or ☐ DEED OF TRUST TO SELLER. Buyer agrees to pay \$ 2,500.00 including earnest money, at closing and the balance in monthly installments to Seller of \$ 250.00 or more at Buyer's option, including interest at 8 % per annum computed on the diminishing principal balances, on or before the first day of each month commencing with the month following closing of this sale. Buyer and Seller agree to sign, at closing, the form real estate contract or note and deed of trust (as checked above) attached hereto. NO PREPAYMENT PENALTY
CONTRACT APPROX. FIVE AND ONE-HALF YEARS
- ☐ CASH DOWN TO EXISTING LOAN. Buyer agrees to assume, at closing, an existing ☐ deed of trust ☐ mortgage ☐ real estate contract and to pay the balance of the purchase price in cash, including earnest money, at closing. The assumed loan has a principal balance of approximately \$ _____ and is payable in monthly installments of approximately \$ _____ including interest at _____ % per annum computed on the diminishing principal balances, and including ☐ real estate taxes ☐ hazard insurance. Seller authorizes closing agent to pay any delinquent payments from money due Seller at time of closing.
- ☐ SELLER WRAP OF EXISTING LOAN. Buyer agrees to pay \$ _____ down including the earnest money, at closing and the balance to Seller in monthly installments of \$ _____, or more at Buyer's option, including interest at _____ % per annum computed on the diminishing principal balances, on or before the first day of each month commencing with the month following closing. From the payments by Buyer to Seller, Seller will pay the monthly payments of \$ _____ due on an existing loan by (the lender) with an approximate present principal balance of \$ _____ payable \$ _____ per month including interest at _____ % per annum computed on the diminishing principal balances and secured by the property. Buyer and Seller agree to sign, at closing, the form ☐ real estate contract ☐ note and deed of trust, attached hereto.
- ☐ PAYMENTS TO COLLECTION ACCOUNT. The above payments are to be made to a contract collection account at _____ Bank, _____ Branch, to be established and paid for by Seller.

☒ OTHER.

SALE CONTINGENT ON Gorge Commission
Approval to be provided By Buyer.

ALSO CONTINGENT ON Approval By Health
Department FOR YEAR-ROUND residence
Regarding Septic tank / Septic Approval,
to be handled By Buyer.

ALSO CONTINGENT ON APPROVAL OF MY FINANCIAL /
REAL ESTATE ADVISOR.

INITIALS:

Buyer

Date

DM
19__

Buyer

Date

DM
19__

Seller

Date

LD
Date 4/5 1993

Seller

Date

LD
19__