

EXCLUSIVE SALE AND LISTING AGREEMENT

Pacific County ("Seller") 1
hereby grants to Washington Coast Real Estate, ("Real Estate Firm" or "Firm") 2
from date hereof until midnight of 11/30/2013 ("Listing Term"), the sole and exclusive right 3
to submit offers to purchase, and to receipt for deposits in connection therewith, the real property ("the Property") 4
commonly known as 2936 State Route 105 5
in the City of Grayland, County of Pacific, State of Washington, Zip 98547; 6
to be listed at \$ 75,000.00 and legally described as: LOT 12&13, BLOCK _____, 7
DIVISION Woodland, VOL _____, PAGE _____ 8
_____ 9

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" 10
includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to 11
purchase. 12

2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint David Shea 13
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 14
who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 15
Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 16
as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 17
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 18
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 19
Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 20
commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 21
Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 22

3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 23
the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on 07/12/2013 ("List Date"), 24
which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 25
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 26
the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 27
manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 28
newspapers, open houses, previews, showings, or tours. 29

4. **COMMISSION.** If during the Listing Term (a) Seller sells the Property and the buyer does not terminate the agreement 30
prior to closing; or (b) after reasonable exposure of the Property to the market, Firm procures a buyer who is ready, 31
willing, and able to purchase the Property on the terms in this Agreement, Seller will pay Firm a commission of (fill in 32
one and strike the other) 6 % of the sales price, or \$ _____ ("Total Commission"). From the 33
Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a commission of 34
(fill in one and strike the other) 3 % of the sales price, or \$ _____. Further, if Seller shall, within six 35
months after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought 36
through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through 37
Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission to a 38
member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be 39
reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without 40
legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether 41
Seller pays a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement. 42

5. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 43
to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 44
assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 45
the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 46
represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 47
unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 48
property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 49
continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 50
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 51

Seller

Seller

EXCLUSIVE SALE AND LISTING AGREEMENT

Continued

6. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm first making reasonable efforts to obtain Seller's approval. 52-55
7. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 56-62
8. **CLOSING COSTS.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. 63-67
9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement. 68-77
10. **DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. 78-83
11. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property. 84-89
12. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 90-94
13. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 95-97
14. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 98-101

DATED THIS _____ DAY OF July, 2013. Are the undersigned the sole owner(s)? YES NO 102

FIRM (COMPANY) Washington Coast Real Estate SELLER: _____ 103

BY: _____ SELLER: _____ 104

RESIDENTIAL Exclusive Listing Agreement (page 1 of 4)
LISTING INPUT SHEET

PROPERTY TYPE **1**

• Indicates Required information () Indicates Maximum Choice

LISTING #

ADDRESS

Pacific Grayland 98547
 • County • City • ZIP Code + 4

208
 • Area • Community/District

2936 -
 • Street # (HSN) Modifier Direction State Route 105
 • Street Name

Suffix Post Direction Unit #

LISTING

\$75,000.00 07/12/2013 11/30/2013 7804000012 No
 • Listing Price • Listing Date • Expiration Date • Tax ID# • Preliminary Title Ordered

LOCATION

12&13 Woodland
 Lot Number Block Plat/Subdivision/Building Name

Unknown
 • MAP BOOK • Map Page • Top Map Coord. • Side Map Coord.

PROPERTY INFORMATION

Yes Yes Yes Yes Yes
 • Prohibit Blogging • Allow Automated Valuation • Show Map Link • Internet Advertising • Show Address to Public

3%
 • SOC (Selling Office Com.) Selling Office Commission Comments (40 characters maximum)

1950 864
 • Year Built • ASF - Total (Square Feet) Lot Size (Square Feet) Virtual Tour URL (Please included http://)

BROKER INFORMATION

42536 David Shea 360-970-3024 9437 Washington Coast Real Estate
 • LAG Broker Name and Phone Listing Firm - ID# Firm Name and Phone
Listing Broker ID#

Co Broker - ID# CO Broker Name and Phone Co Firm - ID# Co Firm Name and Phone

LISTING INFORMATION

• Possession (3) • Showing Information (10)
 Closing Appointment MLS Keybox Power Off 2013 \$
 Negotiable Call Listing Office Other Keybox Renter-Call First • Tax Year • Annual Taxes
 See Remarks Day Sleeper Owner-Call First Security System
 Sub. Tenant's Rights Gate Code Needed Pet in House Vacant No No
 • Senior Exemption Right of First Refusal

• Potential Terms (10)
 Assumable Farm Home Loan Owner Financing State Bond \$ \$ Exempt
 Cash Out FHA Rehab Loan USDA Monthly HO Dues Monthly Rent • Form 17
 Conventional Lease/Purchase See Remarks VA

SCHOOL & OWNER INFO.

OCO Ocosta Ocosta Ocosta
 • School District Elementary School Junior High/Middle School Senior High School
(See Code List)

Pacific County 360-875-9334 Vacant
 • Owner's Name • Owner's Phone • Occupant Type • Occupant's Name

360-268-0977 South Bend
 • Phone to Show • Owner's City and State • 3rd Party Approval Required (2)
 None Short Sale • Bank Owned/REO
 Other - See Remarks

INITIALS: Seller Date Seller Date Broker Date

Listing Address:

LAG #

SITE INFORMATION

160x150

Lot Dimensions

Waterfront Footage (Feet)

Pool

Zoning Code

County

Zoning Jurisdiction

Lot Topog./Veg. (7)

- Brush
- Dune
- Equestrian
- Fruit Trees
- Garden Sp.
- Level
- Partial Slope
- Pasture
- Rolling
- Sloped
- Steep Slope
- Terraces
- Wooded

View (6)

- Bay
- Canal
- City
- Golf Course
- Jetty
- Lake
- Mountain
- Ocean
- Partial
- River
- See Remarks
- Sound
- Strait
- Territorial

Waterfront (5)

- Bank-High
- Bank-Low
- Bank Medium
- Bay
- Bulkhead
- Canal
- Creek
- Jetty
- Lake
- No Bank
- Ocean
- River
- Saltwater
- Sound
- Strait
- Tideland Rights

Site Features (14)

- Arena-Indoor
- Arena-Outdoor
- Athletic Court
- Barn
- Boat House
- Cabana/Gazebo
- Cable TV
- Deck
- Disabled Access
- Dock
- Dog Run
- Fenced-Fully
- Fenced-Partially
- Gas Available
- Gated Entry
- Green House
- High Speed Internet
- Hot Tub/Spa
- Moorage
- Outbuildings
- Patio
- Propane
- RV Parking
- Shop
- Sprinkler
- Stable

Lot Details (7)

- Alley
- Corner Lot
- Cul-de-sac
- Curbs
- Dead End St.
- Drought Res Landscape
- High Voltage Line
- Open Space
- Paved Street
- Secluded
- Sidewalk
- Value in Land

BUILDING INFORMATION

Sewer (2)

- Available
- Sewer Connected
- None
- Septic

Basement (3)

- Daylight
- Fully Finished
- None
- Partially Finished
- Roughed In
- Unfinished

Parking Type (4)

- Carport-Attached
- Carport-Detached
- Garage-Attached
- Garage-Detached
- None
- Off Street

Aprvd # of Bedrooms (septic)

6

Total Covered Parking

Builder

New Construction

New Construction State

Building Information (3)

- Addl. Dwelling
- Built on Lot
- Manufd. Home
- Modular
- Planned Unit Dev
- Zero Lot Line

10 - 1 Story

Style Code

Manufactured Home Serial No.

Manufactured Home Manufacturer

Manufactured Home Model Number

Exterior (4)

- Brick
- Cement Planked
- Cement/Concrete
- Log
- Metal/Vinyl
- See Remarks
- Stone
- Stucco
- Wood
- Wood Products

Foundation (3)

- Concrete Block
- Concrete Ribbon
- Post & Block
- Post & Pillar
- Poured Concrete
- See Remarks
- Slab
- Tie down

Fixer

Building Condition

Roof (3)

- Built-up
- Cedar Shake
- Composition
- Flat
- Green (Living)
- Metal
- See Remarks
- Tile
- Torch Down

Architecture

INITIALS:

Seller

Date

Seller

Date

Broker

Date

Listing Address: _____

LAG # _____

GREEN BUILDING INFO

Green Certification (4)

- Built Green™
- LEED™
- Northwest ENERGY STAR®
- Other - See Remarks

Built Green™ _____

LEED™ _____

Northwest ENERGY STAR® _____

Construction Methods (2)

- Advanced Wall
- Double Wall
- Ins. Concrete Form (ICF)
- Post & Beam
- Standard Frame
- Steel & Concrete
- Strawbale
- Structural Ins. Panel (SIPs)
- Tilt-up

EPS Energy Score (0-99,999kWh) _____

HERS Index Score (0-150) _____

INTERIOR FEATURES

(Approximate Square Footage Excluding Garage)

864

Finished

Unfinished

County _____

• Square Footage Source

Lower Fireplaces _____

Upper Fireplaces _____

1

Main Fireplaces

Type of Fireplace _____

Leased Equipment _____

Electric _____

Water Heater Type _____

Water Heater Location _____

• Energy Source (6)

- Electric
- Geothermal
- Ground Source
- Natural Gas
- Oil
- Pellet
- Propane
- See Remarks
- Solar (Unspecified)
- Solar Hot Water
- Solar PV
- Wood

• Heating/Cooling (8)

- 90%+ High Efficiency
- Baseboard
- Central A/C
- Ductless HP-Mini Split
- Forced Air
- Heat Pump
- HEPA Air Filtration
- High Efficiency (Unspecified)
- Hot Water Recirc Pump
- HRV/ERV System
- Insert
- None
- Other - See Remarks
- Radiant
- Radiator
- Stove/Free Standing
- Tankless Water Heater
- Wall

Floor Covering (5)

- Bamboo/Cork
- Ceramic Tile
- Concrete
- Fir/Softwood
- Hardwood
- Laminate
- Other Renewable
- See Remarks
- Slate
- Vinyl
- Wall to Wall Carpet

Interior Features (16)

- 2nd Kitchen
- 2nd Mstr BR
- Bath Off Master
- Built-in Vacuum
- Ceiling Fan(s)
- Dbl Pane/Strm Windw
- Dining Room
- Disabled Access
- FP in Mstr BR
- French Doors
- High Tech Cabling
- Hot Tub/Spa
- Jetted Tub
- Loft
- Sauna
- Security System
- Skylights
- Solarium/Atrium
- Vaulted Ceilings
- Walk-in Pantry
- Walk-in Closet
- Wet Bar
- Wine Cellar
- Wired for Generator

Appliances That Stay (10)

- Dishwasher
- Double Oven
- Dryer
- Garbage Disposal
- Microwave
- Range/Oven
- Refrigerator
- See Remarks
- Trash Compactor
- Washer

UTILITY/COMMUNITY

Community Features (8)

- Age Restriction
- Airfield
- Boat Launch
- CCRs
- Club House
- Golf Course
- Pvt. Beach Access
- Tennis Courts

• Water Source (3)

- Community
- Individual Well
- Private
- Public
- See Remarks
- Shared Well
- Shares

N/A

Water Company

GH PUD

Power Company

N/A

Sewer Company

Yes

Bus Line Nearby

Bus Route Number

INITIALS:

Seller

Date

Seller

Date

Broker

Date

