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Skagit County Auditor

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RETURN TO:

**LAW OFFICE**

of

BRADFORD E. FURLONG, P.S.  
825 CLEVELAND AVENUE  
MOUNT VERNON, WASHINGTON 98273  
(360) 336-6508

Document Title: PURCHASE & SALE AGREEMENT with EARNEST MONEY  
PROVISIONS - 14753 Haley Lane, Anacortes, WA

Reference number of documents assigned or released: N/A

Grantors: Donna Butler, Seller

Grantee: Donald M. Caldwell, Buyer

Partial Legal Description: (Full legal on face of P & S Agreement.)

Portion of Section 14, Township 34 N, Range 1, E W.M.

Assessor's Parcel/Tax I.D. Number: P19421;P19422;P19423

**PURCHASE & SALE AGREEMENT  
WITH  
EARNEST MONEY PROVISION**

Received from Donald M. Caldwell, the sum of five thousand dollars (\$5,000) as earnest money payable to the trust account of Bradford E. Furlong, upon mutual acceptance of this agreement concerning the following described real estate, which Buyer agrees to buy and Seller agrees to sell, located in Skagit County, Washington:

the North ½ of the Southwest ¼ of the Southwest ¼ in Section 14, Township 34 North, Range 1, East W.M. together with

the West 66 feet of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 14, Township 34 North, Range 1, East W.M. together with

the West 40 feet of the Northwest ¼ of the Southwest ¼ of Section 14, Township 34 North, Range 1, East W.M., Skagit County, Washington.

1. **PURCHASE PRICE**: The total price shall be determined pursuant to paragraph 15 and shall be payable in cash at closing, less five thousand dollars (\$5,000) earnest money received from Buyer.
2. **TITLE**: Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. Rights, reservations, covenants, conditions, and restrictions, presently of record, easements, and encroachments, not materially affecting the value of the property or unduly interfering with Buyer's intended use of the property shall not cause the title to be considered unmarketable. Buyer shall conclusively be deemed to have accepted the condition of title unless Seller receives notice of Buyer's objections within ten (10) days after the preliminary commitment for title insurance is received by or made available to Buyer. Encumbrances not assumed in writing by Buyer shall be paid by Seller on or before closing.
3. **TITLE INSURANCE**: Seller authorizes closing agent, at Seller's expense, to apply for a standard form of owner's policy of title insurance to be issued by Land Title Company of Burlington, Washington. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Buyer may elect either to waive such encumbrances or defects, or to terminate this Agreement and receive a refund of the earnest money.
4. **CONVEYANCE**: Title shall be conveyed by Statutory Warranty Deed.



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5. **CLOSING**: Closing agent shall be the Law Office of Bradford E. Furlong, P.S., 825 Cleveland Avenue, Mount Vernon, Washington, 98273. This sale shall be closed on April 16, 2001 or fourteen (14) days after all contingencies are satisfied or waived, whichever is later. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller. Buyer and Seller shall deposit with closing agent all documents and monies required to complete this sale in accordance with this Agreement.

6. **CLOSING COSTS AND PRORATION**: Seller and Buyer shall each pay 1/2 escrow fees. Seller shall pay for title insurance, real estate excise tax and associated recording fees, if any. Buyer shall pay associated recording fees. Property taxes for the current year shall be prorated to the date of closing.

7. **POSSESSION**: Buyer shall be entitled to possession immediately.

8. **CASUALTY LOSS**: If prior to closing, improvements on the property are destroyed or materially damaged by fire or other casualty, Buyer may elect to terminate this Agreement and the earnest money shall be refunded to Buyer.

9. **FIRPTA COMPLIANCE**: If Buyer does not intend to use the property as a principal residence, or if the purchase price exceeds \$300,000, then this sale may be subject to the withholding and reporting requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), unless Seller furnishes to Buyer an affidavit of nonforeign status. Seller and Buyer agree to comply with FIRPTA, if applicable.

10. **NOTICES**: Unless otherwise specified in this Agreement, any and all notices required or permitted to be given under this Agreement must be given in writing. Notices shall be deemed to be given when actually received by or at the residence of the intended recipient.

11. **COMPUTATION OF TIME**: Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 9:00 p.m. of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 9:00 p.m. of the next business day. Any specified period of five (5) days or less shall include business days only.

12. **TERMINATION**: In the event of termination of this Agreement, any costs authorized under this Agreement to be advanced from the earnest money deposit shall be deducted before the remaining earnest money is refunded to Buyer or forfeited to Seller. In the event that Buyer or Seller shall commence proceedings or institute action to enforce any rights hereunder, the prevailing party shall be entitled to costs and reasonable attorney's fees, including those for appeals.



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13. **GENERAL PROVISIONS:** Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Buyer. Buyer has personally observed the property and has reached Buyer's own conclusion as to the adequacy and acceptability of the property based upon such personal inspection. Unless otherwise expressly specified herein, square footage, dimensions, and/or boundaries used in marketing the property are understood to be approximations and are not intended to be relied upon to determine the fitness or value of the property.

14. **HAZARDOUS SUBSTANCES:** To Sellers' knowledge, the property has not been affected by the presence of, and there is not present, oil, hazardous waste, toxic substances or other pollutants or material that could be a detriment to the property or in violation of any local, state or federal law or regulation, and there are no potentially hazardous environmental conditions which would affect the property. To Sellers' knowledge, neither Seller nor any other user or occupant of any part of the property known to Seller has ever been cited for violating any federal, state or local environmental law or regulation with respect to operations or activities on or about the property; and all reports, test results, and other documents relating to the presence or absence of hazardous materials on or about the property are being delivered to Purchaser concurrently herewith.

In the event it is determined, after this transaction closes, that there is a presence of oil, hazardous waste, toxic substances or other pollutants or material that could be a detriment to the property or in violation of any local, state or federal law or regulation, then, and in that event, Buyer agrees to pay, be responsible for and hold Seller harmless from any remedial action to either remove or repair the cause of said substance, waste or other pollutants or material that does constitute a detriment to the property or render the property in violation of any local, state or federal law or regulation. This section 14 shall survive closing.

15. **OFFER TO PURCHASE:** Buyer agrees to purchase the property in its present "as is/where is" condition, on the above terms and conditions and subject to the following contingencies:

- A. The purchase price of this Purchase & Sale Agreement shall be determined as the fair market value of the property by the average of two appraisals conducted by MAI certified appraisers agreed upon by the parties and paid for by the parties, 50/50. If the parties cannot agree to an appraiser within fourteen (14) days hereof, either party may apply to Superior Court for appointment of an appraiser. Seller shall have until 4:30 p.m. three business days after receipt of both appraisals to notify Buyer's attorney that she rejects the appraised price or she shall be conclusively deemed to have accepted the averaged appraisals as the purchase price. If Seller rejects the appraised value, she shall pay 100% of the appraisal fee.

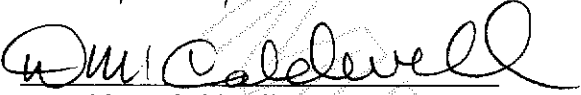


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- B. This sale is contingent upon the Buyer securing financing for the purchase of the property and improvements. Buyer shall have forty-five (45) days following determination of a price pursuant to paragraph 15 (A.) to obtain financing.
- C. Following determination of a purchase price and following satisfaction or waiver of the contingency stated in Section 15 (B), Buyer shall have sixty (60) days to conduct "due diligence" inspections and evaluations of the property to determine the property's suitability for Buyer's intended use. Such inspections may include, but shall not be limited to: determination of the presence of hazardous or toxic substances, survey work, testing of well and/or septic systems, inspections of the buildings on the property. Seller shall cooperate fully with Buyer to allow all such appraisals (including those for Buyer's lender[s]), inspections and determinations to be promptly and fully made.
- D. All inspections and determinations pursuant to paragraphs B. and C. above shall be made solely at the cost and expense of Buyer. Seller shall provide full access to the property for all appraisals and inspections.
- E. If Buyer gives notice that the contingencies herein cannot be met and terminates this Agreement, all earnest money shall be returned to Buyer and all obligations hereunder shall end. Buyer shall thereupon reimburse Seller for her half of the appraisal fees out of the earnest money.
- F. If this transaction fails to close due to Seller rejecting the purchase price or because the contingencies stated in B. and C. above cannot be met, the parties agree that they shall reconvene the Court ordered mediation under the auspices of Steven P. Adelstein within fourteen (14) days
- G. When this sale closes, Plaintiff and Defendant in Skagit County Cause of Action No. 99 2 00913 7 shall dismiss their respective claims with prejudice. If either party breaches this Agreement, the other party may pursue remedies for breach of contract under this Agreement and/or pursue Skagit County Cause of Action No. 99 2 00913 7.

This offer to purchase made this 11<sup>th</sup> day of January 2009

  
Donald M. Caldwell

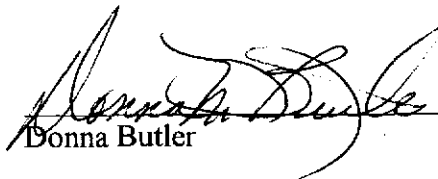
Address: 740 1<sup>st</sup> Street South, Kirkland, WA 98033  
Telephone: (425) 889-6827



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16. **ACCEPTANCE:** On this 11 day of JANUARY, 2000, Seller agrees to sell the property on the terms and conditions set forth in this Agreement. If the earnest money is forfeited as liquidated damages, said money shall be paid to Seller.

  
\_\_\_\_\_  
Donna Butler

Address: \_\_\_\_\_  
\_\_\_\_\_


Telephone: (360) \_\_\_\_\_

17. **RECEIPT:** On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, Buyer acknowledges receipt of a copy of this Agreement signed by both parties. If Seller has made a counteroffer, Buyer accepts the counteroffer.

\_\_\_\_\_  
BUYER

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 14 2002

Amount Paid \$ \_\_\_\_\_  
Skagit Co. Treasurer  
By  Deputy



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