

After recording return document to:

State of Washington
Department of General Administration
Buildings, Grounds & Real Estate Services
P O Box 41015
Olympia WA 98504-1015



200611020035
Skagit County Auditor

11/2/2006 Page 1 of 5 9:45AM

Document Title: Amendment to Purchase and Sale Agreement
Seller: State of Washington, State Board for Community and Technical College
Purchaser: Overlook Crest LLC
Legal Description: Lot B, West View and ptn. Gov't Lot 8 in 36-34-4SKAGIT COUNTY WASHINGTON
Assessor's Tax Parcel Number: P74765, P29895, P29989

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

200609110007

NOV 02 2006

**AMENDMENT NO. 2 TO
PURCHASE AND SALE AGREEMENT**

Alicia P. Fife
Skagit Co. Treasurer

This Amendment No. 2 to Purchase and Sale Agreement ("Amendment") modifies that certain Purchase and Sale Agreement dated August 3, 2006, and is made and entered into between the State of Washington, State Board for Community & Technical College, formerly known as the State Board for Community and Technical College Education, acting through the Department of General Administration ("Seller"), and Overlook Crest LLC, whose address is 103 N. Township, Sedro-Woolley, Washington 98284 ("Purchaser").

Legal description:

PARCEL A:

That portion of Government Lot 8 of Section 36, Township 34 North, Range 4 East of the Willamette Meridian, lying South of a line running East and West, 10 rods North of and parallel with the South line of said Lot 8, and lying Westerly of the Westerly right-of-way line of the Northern Pacific Railroad right-of-way;

EXCEPT road:

TOGETHER WITH that portion of the 100 foot wide railroad right-of-way, commonly known as the Northern Pacific Railway, in the Southeast Quarter of Section 36, Township 34 North, Range 4 East of the Willamette Meridian, which lies Westerly of the centerline of said right-of-way and between the Easterly extensions of both the North and South lines of the South 165 feet of said subdivision;

EXCEPT that portion thereof lying within the County road right-of-way established by that certain easement recorded April 10, 1979, under Auditor's File No. 7904100016, records of Skagit County, Washington,



Situated in Skagit County, Washington.

PARCEL B:

Tract B, WEST VIEW, REPLAT OF BLOCK 40, MONTBORNE, according to the plat thereof recorded in Volume 6 of Plats, page 5, records of Skagit County, Washington:

TOGETHER WITH that portion of the 100 foot wide railroad right-of-way commonly known as the Northern Pacific Railway (as originally conveyed to the Seattle Lake Shore and Eastern Railway), adjoining the Plat of West View, Replat of Block 40, Montborne, according to the plat thereof recorded in Volume 6 of Plats, page 5, records of Skagit County, Washington, that lies Westerly of the centerline of said right-of-way and between both the Easterly extension of the North line of Tract B and the Northeasterly extension of the centerline of an unnamed roadway lying between Lot 24 and Tract B of said plat;

EXCEPT that portion thereof, if any, lying within a county road rightof-way. Situated in Skagit County, Washington.

The purpose of this Amendment is as follows:

- 1) Seller acknowledges Purchaser electing to extend the original Closing Date and to delete the Date of Closing per paragraph 7 of the original Purchase and Sale Agreement dated August 3, 2006, and to delete the paragraph 7 of the Amendment to the Purchase and Sale Agreement dated September 7, 2006, and to replace with the following Date of Closing, which will be on or before November 30, 2006.

7. Date of Closing. Closing of this transaction shall occur in the offices of the Closing Agent, on or before November 30, 2006. For purposes of this Agreement the "closing" shall have occurred when all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

- 2) To add the following new paragraph:

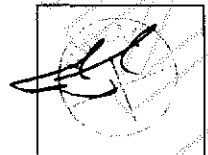
7.3 Seller acknowledges receipt of an additional \$10,000.00 deposit, for a total sum of \$20,000.00 with Chicago Title Escrow of Burlington, Washington, as consideration for extension of the Closing Date to on or before November 30, 2006. Said deposit shall be non-refundable, but shall apply to the purchase price if Closing occurs on or before November 30, 2006. In the event the transaction does not close on or before November 30, 2006, the \$20,000.00 shall be paid to the Seller and escrow shall be closed.

All other terms, conditions, covenants, and amendments to the Purchase and Sale Agreement, unless specifically altered, modified, or changed herein, remain in full force and effect.

The effective date of this amendment is October 13, 2006.



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Skagit County Auditor



IN WITNESS WHEREOF, the parties subscribe their names.

STATE OF WASHINGTON

Overlook Crest LLC

By: _____

Title: _____

Date: _____

State Board for Community and Technical College
Acting through the Department of
General Administration

By: _____

Robert A. Bippert, Senior Deputy Assistant
Director, Buildings, Grounds & Real Estate
Services

Date: _____

By: _____

Gloria Fletcher, Property and Acquisition
Manager, Buildings, Grounds & Real Estate
Services

Date: _____

APPROVED AS TO FORM:

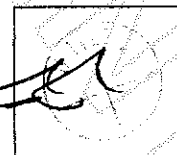
Date: _____

By: _____

Assistant Attorney General



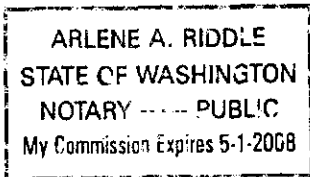
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Skagit County Auditor



STATE OF Washington)
) ss.
County of Skagit)

On this 20th day of October, 2006 before me personally appeared Robert Janicki and said person(s) acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Overlook Crest LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

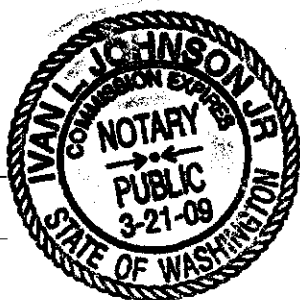


Arlene A. Riddle
Notary Public in and for the State of Washington,
Residing at Sedro-Woolley
My commission expires 5-1-08

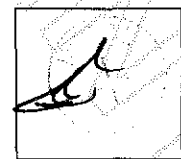
STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 23rd day of October, 2006, personally appeared before me GLORIA FLETCHER, Property and Acquisition Manager, Buildings, Grounds & Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that she was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Ivan L. Johnson
Notary Public in and for the State of Washington,
Residing at Olympia
My commission expires 3-21-09



200611020035
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
County of Thurston)

Carnie R. Martin
son

I, the undersigned, a Notary Public, do hereby certify that on this 27th day of October, 2006, personally appeared before me ~~ROBERT A. BIPPERT~~, Senior Deputy Assistant Director, Buildings, Grounds & Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of Washington,
Residing at Olympia
My commission expires 3-21-09

[Signature]

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Skagit County Auditor