



200703300160

Skagit County Auditor

3/30/2007 Page

1 of

11 11:59AM

Document Title: PURCHASE & SALES AGREEMENT.

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. ERIC KRANONEN

2.

Grantee(s):

☒ additional grantee names on page ____

1. CHRIS & JANIE FREDRICKSON

2. JOHN BRITT ROGERS 3. HEIDI HYLBACK

Abbreviated legal description:

☐ full legal on page(s) ____

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P 123795 LOT 1 SHORT PLOT

PL 05-0126 AUDIT FILE 200510120073

I, CHRIS FREDRICKSON, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$32.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

3/30/07

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

1. Date: March 27, 2007 MLS No.: N/A

2. Buyer: Christopher + Janeé Fredrickson + John Britt Rogers + Heidi Hylback,

3. Seller: Eric Kraaynes and/or assigns.

4. Property Tax Parcel Nos.: (1 Skagit County)
Street Address: 18287 PETER JOHNSON RD MT VERNON Washington X
Included Items: ☒ stove/range ☐ refrigerator ☐ washer ☐ dryer ☐ dishwasher ☐ hot tub ☐ fireplace insert
☐ wood stove ☐ satellite dish ☐ security system ☒ other PELLET STOVE / MILLCOLUMB
Legal Description:

5. Purchase Price: \$ 280,000.⁰⁰ / Two Hundred Eighty Thousand Dollars.

6. Earnest Money: (To be held by ☐ Selling Broker ☒ Closing Agent)
Personal Check:
Note: \$ 2,500.⁰⁰ / Two Thousand Five Hundred Dollars.
Other (X): Purchasers also agree to make seller \$18,000 house point

7. Default: (check only one) ☒ Forfeiture of Earnest Money ☐ Seller's Election of Remedies beginning May 1, 2007

8. Title Insurance Company: Land Title - Burlington through closing.

9. Closing Agent: ☐ a qualified closing agent of Buyer's choice ☒ Michael Hagan Esq. - Linda

10. Closing Date: Aug 31, 2007 with 30 day extension to 9/30/2007 if needed

11. Possession Date: ☐ on closing ☒ Other May 1, 2007 interior / 4/1/07 exterior

12. Offer Expiration Date: March 28, 2007 SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

13. Counteroffer Expiration Date:

14. Addenda: 225, 225, 222, 222 MAR 30 2007

15. Agency Disclosure: Selling Licensee represents ☐ Buyer ☐ Seller ☐ both parties ☒ neither party
Listing Agent represents ☐ Seller ☐ both parties

16. Services of Closing Agent for Payment of Utilities: ☐ Requested (Attach NWMLS Form 22K) ☐ Waived

Buyer's Signature: Christopher Fredrickson Date: 3/27/07 Seller's Signature: Eric Kraaynes Date: 3-27-07

Buyer's Signature: Heidi Hylback Date: 3/27/07 Seller's Signature: _____ Date: _____

Buyer's Address: 19634 DIKE RD Seller's Address: 18287 Peter Johnson Rd Mt. Vernon 98273

City, State, Zip: MT VERNON WA 98273 City, State, Zip: _____

Phone: (360) 445-0131 Phone: (360) 421-9419

Fax: (360) 445-3242 Fax: _____

Buyer's E-mail Address: FREDRICKSON 98@MSU.NET Seller's E-mail Address: _____

Selling Broker: _____ MLS Office No.: _____ Listing Broker: _____ MLS Office No.: _____

Selling Licensee (Print): N/A

Phone: _____ Fax: _____



200703300160
Skagit County Auditor



200703300160

Skagit County Auditor

3/30/2007 Page

3 of

11:11:59AM

TE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

(continued)

- 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. 1
- b. **Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the costs thereof) unless the parties agree otherwise in writing. 5
- 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; trash compactor; 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; and all bathroom and other fixtures. However, 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. 10
- d. **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 Buyer's reasonable 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. 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. 15
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for an Homeowner's Policy of Title Insurance for One-to-Four Family Residence (ALTA 1998), from the Title Insurance Company. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue a standard form Owner's Policy (ALTA 1992). The Title Insurance Company is to send a copy of the preliminary commitment to both Listing Agent and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so 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. 20
- f. **Closing.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys to Buyer on the Closing Date or on the Possession Date, whichever occurs first. 25

Initials: BUYER:

DATE: 3/27/07

SELLER: EK

DATE: 3-27-07

BUYER: FR

DATE: 3/27/07

SELLER:

DATE:



200703300160

Skagit County Auditor

3/30/2007 Page

4 of

11 11:59AM

©Copyright 2006
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

(continued)

- 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. 54
55
- 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 and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 56
57
58
59
60
61
62
63
64
65
66
- i. Sale Information.** The Listing Agent or Selling Licensee 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 expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale. 67
68
69
70
71
- j. 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. 72
73
74
75
- k. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that 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 Seller Disclosure Statement, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T 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. 76
77
78
79
80
81
82
83
84
85
86
87
88
- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and 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. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, 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. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, shall occur on the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of this Agreement. 89
90
91
92
93
94
95
96
- m. Facsimile and E-mail 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. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 97
98
99
100
- n. 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. 101
102
103

Initials: BUYER: CF JS DATE: 3/27/07 SELLER: EK DATE: 3-27-07 104
BUYER: BR LH DATE: 3/27/07 SELLER: _____ DATE: _____ 105



200703300160

Skagit County Auditor

RESIDENTIAL REAL ESTATE PURCHASE AND S

GENERAL TERMS

(continued)

3/30/2007 Page

5 of

11 11:59AM

- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. which was done. *EK* *3/27/07*
- p. 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 the Earnest Money as liquidated damages 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.
- q. 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.
- r. 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.
- s. 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 that 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 for a counteroffer, the counteroffer shall expire at 9:00 p.m. 2 days after the counteroffer is delivered by the last party making the counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees.
- v. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. Property Condition Disclaimer.** Real estate brokers and salespersons do not guarantee the value, quality or condition of the Property. Some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing materials, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. In addition, some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Real estate licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property.

Initials: BUYER: *EP* *JK* DATE: *3/27/07* SELLER: *EK* DATE: *3-27-07*
BUYER: *RA* *HH* DATE: *3/27/07* SELLER: DATE:



200703300160
Skagit County Auditor

3/30/2007 Page 6 of 11 11:59AM

©Copyright 2003
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**
Addendum to Purchase & Sale or Lease Agreement

The following is part of the _____ Select one: _____ Agreement dated March 27, 2007 1
between Fredrickson, Rogers + Nyback ("Buyer" and/or "Lessee") 2
and Krangness ("Seller" and/or "Lessor") 3
concerning 18287 Peter Johannes Road, Mt Vernon, WA (the "Property") 4

*** Purchase & Sale Agreement Lead Warning Statement** 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 6
is notified that such property may present exposure to lead from lead-based paint that may place young children 7
at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological 8
damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. 9
Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real 10
property is required to provide the buyer with any information on lead-based paint hazards from risk assessments 11
or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13

Lease Agreement Lead Warning Statement 14

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health 15
hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. 16
Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based 17
paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning 18
prevention. 19

Cancellation Rights 20

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 21
3 days after Buyer receives this Disclosure, **unless Buyer receives this disclosure prior to entering the Agreement.** 22

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 23

*** Seller's/Lessor's Disclosure** 24

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 25
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 26
☒ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 27
(b) Records and reports available to the Seller/Lessor (check one below): 28
☐ Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based 29
paint and/or lead-based paint hazards in the housing (list documents below). 30

☐ Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in 33
the housing. 34

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and 35
information provided by Seller are true and accurate. 36

Eve Krangness 3-27-07
Seller/Lessor Date

Seller/Lessor Date 37

Initials: BUYER/LESSEE: FR DATE: 3/27/07 SELLER/LESSOR: EK DATE: 3-27-07 38
BUYER/LESSEE: BRH DATE: 3/27/07 SELLER/LESSOR: _____ DATE: _____ 39

DISCLOSURE OF INFORMATION ON LEAD- AND LEAD-BASED PAINT HAZARDS 3/30/2007 Page 7 of 11 11:59AM

Addendum to Purchase & Sale or Lease Agreement
(Continued)

Buyer's/Lessee's Acknowledgment

- (c) Buyer/Lessee has received copies of all information listed above.
- (d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."
- (e) Buyer has (check one below only if Purchase and Sale Agreement):

☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions:

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.)

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report.

The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied.

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions.

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s).

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate.

Buyer/Lessee _____ Date _____

Buyer/Lessee _____ Date _____

Licensees' Acknowledgment

Licensees have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance.

Selling Licensee _____

Date _____

Listing Agent _____

Date _____

Initials: BUYER/LESSEE: CF JE DATE: 3/27/07 SELLER/LESSOR: EK DATE: 3-27-07

BUYER/LESSEE: BRS JE DATE: 3/27/07 SELLER/LESSOR: _____ DATE: _____

SEPTIC ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 27, 2007
between Fredrickson, Rogers + Hylback ("Buyer")
and Kranz ("Seller")
concerning 18287 Peter Johnson Road, Mt. Vernon, WA ("the Property").

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON-SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY.

1. **Type of OSS.** The Property is served by:
☒ Private Septic System
☐ Shared Septic System
2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property (a) does not require repair other than pumping and normal maintenance; (b) complies with all applicable local, state, and federal laws, standards, and regulations; and (c) has no other material defects.
3. **Inspection and Pumping of OSS.** Seller shall have the OSS inspected and, if necessary, pumped by an OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within _____ days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and pumped within 12 months of mutual acceptance by an OSS service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller shall have no obligation to inspect and pump the system unless otherwise required by Buyer's lender.
☐ **Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and time of the inspection.
4. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's approval of the inspection report from the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of the inspection report within _____ days (5 days if not filled in) after receipt of the inspection report. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
5. **Other.**

Buyer waive septic pumping/inspection



200703300160

Skagit County Auditor

3/30/2007 Page

8 of

11:11:59AM

Initials: BUYER: CF JF DATE: 3/27/07 SELLER: EK DATE: 3-27-07
BUYER: BR HA DATE: 3/27/07 SELLER: _____ DATE: _____



200703300160

Skagit County Auditor

3/30/2007 Page

9 of

11:11:59AM

TIONAL CLAUSES ADDENDUM

PURCHASE & SALE AGREEMENT

©Copyright 2005
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated March 27, 2007 1
between Fredrickson, Rogers + Hylback ("Buyer") 2
and Kragness ("Seller") 3
concerning 18287 Peter Johnson Road, Mt Vernon WA ("the Property"). 4

CHECK IF INCLUDED: 5

1. ☐ **Square Footage/Lot Size/Encroachments.** The Listing Agent and Selling Licensee make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction within the inspection contingency period. 6-10
2. ☒ **Standard Form Owner's Policy of Title Insurance.** Notwithstanding the "Title Insurance" clause in the Agreement, Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for a standard form Owner's Policy of Title Insurance (ALTA 1992 or equivalent), together with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company rather than the Homeowner's Policy of Title Insurance. 11-15
3. ☐ **Extended Coverage Title Insurance.** Notwithstanding the "Title Insurance" clause in this Agreement, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insurance, rather than the standard form owner's policy. Buyer shall pay the increased costs associated with the extended coverage policy including excess premium over that charged for a standard coverage policy and the cost of any survey required by the title insurer. 16-20
4. ☐ **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller agrees to maintain the Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree that the Listing Agent and Selling Licensee shall not, under any circumstances, be liable for the foregoing or Seller's breach of this clause. 21-28
5. ☒ **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of Buyer, and may be retained or disposed of as Buyer determines. However, Seller agrees to clean the interiors of any structures and remove all trash, debris and rubbish on the Property prior to Buyer taking possession. 29-32
6. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: ☒ public water main ☐ well ☐ public sewer main ☒ septic tank. 33-34

Initials: BUYER: CP JE DATE: 3/27/07 SELLER: EK DATE: 3-27-07 35
BUYER: BR JD DATE: 3/27/07 SELLER: _____ DATE: _____ 36



200703300160

Skagit County Auditor

3/30/2007 Page

10 of

11 11:59AM

**ADDITIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**
(continued)

©Copyright 2005
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

7. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available:

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 40

CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 41

OTHER INSULATION DATA: _____ 42

8. ☐ **Selling Broker's Commission.** If there is no written listing agreement, Seller agrees to pay Selling Broker a commission of _____ % of sales price or _____
If the Earnest Money is retained as liquidated damages, any costs advanced or committed by Selling Broker shall be reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Selling Broker. 43
44
45
46

9. ☐ **Leased Property.** Buyer hereby acknowledges that Seller leases the following items of personal property, possession of which shall pass to Buyer on Closing: 47
48

☒ propane tank ☐ security system ☒ satellite dish ☐ other _____ 49

Buyer shall assume the lease for the items selected, perform all of the obligations of the lease, and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease. 50
51

10. ☒ **Other.** 52

Seller Agrees to vacate property and
give purchasers possession on/Before May 1, 2007. 53
54
55
56
57
58
59
60
61
62
63
64
Purchasers agree to pay sellers \$ ~~1811~~ / month
1811 (SF) 65
66
67
68
69
70
71
72
73
house payment through closing.

Purchasers agree to pay all of seller closing costs
including excise tax. Seller agrees to allow
purchaser to assign contract.
Seller agrees to obtain final sign-off on two outstanding
Bldg. permits. 74
75

Initials: BUYER: SE JA DATE: 3/27/07 SELLER: EK DATE: 3-27-07 64
BUYER: BE JA DATE: 3/27/07 SELLER: _____ DATE: _____ 65

SKAGIT COUNTY RIGHT TO FARM DISCLOSURE

Buyer: Fredrickson, Rogers, Hylback
Seller: Kearnes
Property: 18287 Peter Johnson Road, Mt Vernon, WA 98273

Legal Description of Property:

See attached title report

Buyer is aware that the Property may be subject to the Skagit County Right to Farm Ordinance, Skagit County Code section 14.48, which states:

If your real property is adjacent to property used for agricultural operations or included within an area zoned for agricultural purposes, you may be subject to inconveniences or discomforts arising from such operations, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, FLIES, FUMES, DUST, SMOKE, THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 24 HOUR PERIOD (INCLUDING AIRCRAFT), THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. Skagit County has determined that the use of real property for agricultural operations is a high priority and favored use to the county and will not consider to be a nuisance those inconveniences or discomforts arising from agricultural operations, if such operations are consistent with commonly accepted good management practices and comply with local, State and Federal laws.

The Seller and Buyer authorize and direct the Closing Agent to record this Disclosure Statement with the County Auditor's office in conjunction with the deed conveying the Property.

[Signature] 3/27/07 ERIC KEARNES 3-27-07
Buyer Date Seller Date

[Signature] 3/27/07 _____
Buyer Date Seller Date



200703300160
Skagit County Auditor