



201004190065

Skagit County Auditor

4/19/2010 Page 1 of 22 1:35PM

Document Title: PURCHASE AND SALE AGREEMENT

Reference Number :

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. GEORGE ADAMS III

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. EUN K. KIM

2. CHU H. KIM

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

Assessor Parcel / Tax ID Number: ☐ additional tax parcel number(s) on page \_\_\_\_

P113563, P30383, P30384

I, JL S. OAM, 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 \$62.00 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 [Signature]

Dated 4/19/10

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

1. **Date:** March 17, 2010 **MLS No.:** \_\_\_\_\_
2. **Buyer:** Eun K. Kim and Chu H. Kim
3. **Seller:** George Adams III (also known as George Adams)
4. **Property:** Tax Parcel No(s): P113563, P30383, P30384. ( Skagit County)  
Street Address: 25280 Star View Road Mount Vernon Washington 98273  
Legal Description: Attached as Exhibit A.
5. **Included Items:** ☒ stove/range; ☒ refrigerator; ☒ washer; ☒ dryer; ☒ dishwasher; ☐ hot tub; ☐ fireplace insert;  
☐ wood stove; ☐ satellite dish; ☐ security system; ☒ other live stocks
6. **Purchase Price:** \$525,000.00 (Five hundred twenty five thousand dollars)
7. **Earnest Money:** (To be held by ☐ Selling Broker; ☒ Closing Agent)  
Personal Check: \$5,000.00 (Five thousand dollars)  
Note: \$ \_\_\_\_\_  
Other ( \_\_\_\_\_ ): \$ \_\_\_\_\_
8. **Default:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of
9. **Disclosures in Form 17:** Buyer ☒ will ☐ will not have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17
10. **Title Insurance Company:** First American Title Insurance Co.
11. **Closing Agent:** ☒ a qualified closing agent of Buyer's ☐ \_\_\_\_\_
12. **Closing Date:** 03/31/2015 (on or before March 31, 2015)
13. **Possession Date:** ☐ on Closing; ☒ Other April 10, 2010
14. **Offer Expiration Date:** 03/20/2010 APRIL 17, 2010
15. **Services of Closing Agent for Payment of Utilities:** ☒ Requested (attach NWMLS Form 22K); ☐ Waived
16. **Charges and Assessments Due After Closing:** ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
17. **Agency Disclosure:** Selling Licensee represents ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party  
Listing Agent represents ☒ Seller; ☐ both parties
18. **Addenda:** 22J(Lead Disc); 22K(Utilities); 22L&A; 22P(Ska Farm Dsc);  
22R(Well Add.); 22S(Septic Add.); 34(Addendum); 35(Inspection);

Buyer's Signature [Signature] Date 3/19/10

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

14620 12TH Ave SE  
Buyer's Address

Mill Creek, Wa. 98012  
City, State, Zip

425-379-7572  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Buyer's E-mail Address \_\_\_\_\_

ALLPRO Real Estate 7211  
Selling Broker \_\_\_\_\_ MLS Office No. \_\_\_\_\_

Il Sup. Oam 2338  
Selling Licensee (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_

206-306-2511 206-306-2513  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

25280View Star Road  
Seller's Address

Mount Vernon, Wa. 98273  
City, State, Zip

360-421-7366  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Seller's E-mail Address \_\_\_\_\_

ALLPRO Real Estate 7211  
Listing Broker \_\_\_\_\_ MLS Office No. \_\_\_\_\_

Il Sup. Oam 2338  
Listing Agent (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_

206-306-2511 206-306-2513  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

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Skagit County Auditor

**RESIDENTIAL REAL ESTATE 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, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- 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 county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 for the costs thereof.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, 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 and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; all bathroom and other fixtures; and all associated operating equipment. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing.
- 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 or liens not assumed by Buyer, shall be paid or discharged 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.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance agrees to pay any title cancellation fee, in the event such a fee is assessed. 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 the then-current ALTA standard form Owner's Policy. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer 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.

Initials: BUYER: SK DATE: 3/19/10 SELLER: AK DATE: 3-20-10  
BUYER: OK DATE: 3/19/10 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

(continued)

- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. 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. If possession transfers at a time other than Closing, the parties agree to execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.
- g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable 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 such delinquencies 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. 15, 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). Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 16.
- 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.
- 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.
- 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. Actual receipt by Selling Licensee of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS

Initials: BUYER: ac DATE: 3/18/10 SELLER: [Signature] DATE: 3-22-10  
BUYER: ew DATE: 3/19/10 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

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**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**

**GENERAL TERMS**

(continued)

- 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.
- 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, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- 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.
- 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.
- 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.
- 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. 8, 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. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, 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.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party 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.
- t. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

Initials: BUYER: SK DATE: 3/19/10 SELLER: [Signature] DATE: 3-22-10  
BUYER: [Signature] DATE: 3/19/10 SELLER: [Signature] DATE:           

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**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**

**GENERAL TERMS**

(continued)

- u. 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." 161-167
- v. 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. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 168-175
- w. 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. 176-178
- x. Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Licensee. In addition, Licensees do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. 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. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third party service providers. 179-197
- y. Disclosures in Form 17.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17), Buyer may bring an action in tort to recover economic losses resulting from intentional misrepresentations in Form 17; and if the parties so agree in Specific Term No. 9, Buyer may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions in Form 17. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 9, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17. Buyer maintains the right to bring any and all claims permitted under the common law, including fraudulent concealment. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. 198-208

Initials: BUYER:

*EV*  
*QW*

DATE: 3/19/10

DATE: 3/19/10

SELLER:

*[Signature]*

DATE: 3-22-10 209

DATE: 3-22-10 210

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Skagit County Auditor

**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 Purchase and Sale Agreement dated March 17, 2010 1  
between Eun K. Kim and Chu H. Kim ("Buyer" and/or "Lessee") 2  
and George Adams III(also known as George Adams) ("Seller" and/or "Lessor") 3  
concerning 25280 Star View Road Mount Vernon, Wa. 98273 (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

Seller/Lessor

Date

Seller/Lessor

Date

Initials: BUYER/LESSEE: EW

DATE: 3/18/10

SELLER/LESSOR: GA

DATE: 3-22-10

BUYER/LESSEE: EW

DATE: 3/19/10

SELLER/LESSOR: GA

DATE: 3-22-10

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**

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.

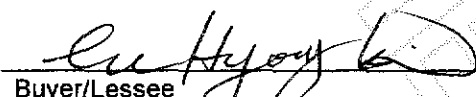
The Seller may, at the Seller's option, within \_\_\_\_\_ days (3 days if not filled in) after Seller's receipt Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be 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  
3/19/10  
Date

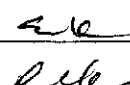

  
Buyer/Lessee  
3/19/10  
Date

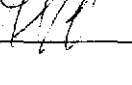
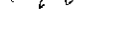
**Licensees' Acknowledgment**

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  
3/22/10  
Date

  
Listing Agent  
3/22/10  
Date

Initials: BUYER/LESSEE:  DATE: 3/19/10  
SIGNED BY:  DATE: 3/19/10

SELLER/LESSOR:  DATE: 3-22-10  
SIGNED BY:  DATE:



**IDENTIFICATION OF UTILITIES  
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated March 17, 2010 1  
between Eun Kyu. Kim and Chu H. Kim ("Buyer") 2  
and George Adams III(also known as George Adams) ("Seller") 3  
concerning 25280 Star View Road Mount Vernon, Wa. 98273 (the "Property") 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5  
necessary to satisfy unpaid utility charges affecting the Property. The names and addresses of all utilities providing service 6  
to the Property and having lien rights are as follows: 7


~~WATER DISTRICT:~~ Verizon Northwest (Acc. No. 556640396501089103) 8  
Name P.O.Box 9688 9  
Address Mission Hills, Ca. 91346-9688 (866) 520-5293 10  
City, State, Zip

~~SEWER DISTRICT:~~ 11  
Name 12  
Address 13  
City, State, Zip

IRRIGATION DISTRICT: 14  
Name 15  
Address 16  
City, State, Zip

GARBAGE: Waste Management (Invoice No. 0985447-0043-2) 17  
Name 13225 NE 126TH PL. 18  
Address Kirkland, Wa. 98034-8701 (800) 592-9995 19  
City, State, Zip

ELECTRICITY: Puget Sound Energy (Acc. No. 921-600-200-7) 20  
Name P.O. Box 91269 21  
Address Bellevue, Wa. 98009-9269 (888) 225-5773 22  
City, State, Zip

GAS:  201004190065 23  
Skagit County Auditor 24  
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Skagit Farmers Supply 26  
Name 1833 Park Lane P.O.Box 888 27  
Address Burlington, Wa. 98223-0888 (888) 757-6053 28  
City, State, Zip

SPECIAL DISTRICT(S): 29  
(local improvement districts or utility local improvement districts) 30  
Name 31  
Address 32  
City, State, Zip 33

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within 29  
days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Agent or Selling Licensee 30  
with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller 31  
authorize Listing Agent or Selling Licensee to insert into this Addendum the names and addresses of the utility providers 32  
identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges (including 34  
unbilled charges). Buyer understands that the Listing Agent and Selling Licensee are not responsible for, or to insure 35  
payment of, Seller's utility charges. 36

Initials: BUYER: AK DATE: 3/19/10 SELLER: GA DATE: 3-22-10 37  
BUYER: Em DATE: 3/19/10 SELLER: DATE: 38

## SKAGIT COUNTY RIGHT TO FARM DISCLOSURE

Buyer: Eun K. Kim and Chu H. Kim

Seller: George Adams III (also known as George Adams)

Property: 25280 Star View Road Mount Vernon, Wa. 98273

Legal Description of Property:

( SEE ATTACHED)

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] 3/18/10  
Buyer Date

[Signature] 3-22-10  
Seller Date

[Signature] 9/19/10  
Buyer Date

[Signature]  
Seller Date



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Skagit County Auditor

**WELL ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated March 17, 2010  
between Eun K. Kim and Chu H. Kim ("Buyer")  
and George Adams III (also known as George Adams) ("Seller")  
concerning 25280 Star View Road Mount Vernon, Wa. 98273 ("the Property")

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO ANY WELL OR WATER SUPPLY SYSTEM SERVING THE PROPERTY.

1. **Number of Connections.** Seller represents that the well currently has \_\_\_\_\_ (one, if not filled in) connection(s).
2. **Seller's Representations.** Seller represents that, except as explained below, to the best of Seller's knowledge, the well and water supply system serving the Property (a) provide an adequate supply of household and yard water for Seller's use; (b) are not presently contaminated by biological or chemical agents; (c) comply with all applicable local, state, and federal laws, standards, and regulations, including applicable purity standards; and (d) have no other material defects.
3. **Health Certificate.** If required by Buyer's lender or any governmental authority, Seller shall provide within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance, at Seller's expense, a health district certificate of compliance (to the extent such may be available) for the well and water supply system serving the Property. If such a certificate is available but Seller is not able to obtain one for the Property, Seller shall provide notice to Buyer and Buyer may terminate the Agreement by giving notice of termination within three (3) days after receiving Seller's notice, at which time the Earnest Money shall be refunded to Buyer.
4. **Well Inspection Contingency.** The Agreement is conditioned on Buyer's approval of an inspection of the well and water supply system serving the Property. Such inspection may include testing of flow rate; purity standards (organic and inorganic); verification that the source is adequate and that the system meets federal, state and/or local standards as well as any other matter of concern to Buyer. Any inspection shall be (a) ordered by Buyer; (b) performed by a qualified inspector of Buyer's choice; and (c) completed at Buyer's expense. This contingency shall be waived unless Buyer gives written notice of disapproval of the inspection report within \_\_\_\_\_ days (10 days if not filled in) after mutual acceptance of the Agreement or within the time period for Buyer's general inspection contingency, whichever is later. If Buyer gives timely written notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
5. **Other.**



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Initials: BUYER:

DATE:

SELLER:

DATE:

BUYER:

DATE:

SELLER:

DATE:

**SEPTIC ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated March 17, 2010  
between Eun K. Kim and Chu H. Kim ("Buyer")  
and George Adams III (also known as George Adams) ("Seller")  
concerning 25280 Star View Road Mount Vernon, Wa. 98273 ("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) does not currently violate any applicable local, state, and federal laws, standards, and regulations; and (c) has no 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.**



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Initials: BUYER: EV  
                  CH

DATE: 3/19/10  
DATE: 3/19/10

SELLER: [Signature]  
SELLER: [Signature]

DATE: 3-22-10  
DATE:

**LAND & ACREAGE ADDENDUM**

The following is part of the Purchase and Sale Agreement dated March 17, 2010  
between Eun K. Kim and Chu H. Kim ("Buyer")  
and George Adams III (also known as George Adams) ("Seller")  
concerning 25280 Star View Road Mount Vernon, Wa. 98273 ("the Property")

**1. BUYER ACKNOWLEDGMENTS.** If Buyer has any questions regarding the Property, Buyer is advised to make the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES:

- a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the Property.
- b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing Agent nor the Selling Licensee shall be responsible for any discrepancies in boundary lines, information regarding the size of the Property, identification of easements or encroachment problems.
- c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is suitable for any needed on-site sewage disposal system and related equipment.
- d. A generally accepted method for determining water quality from any well or other water delivery system is to have tests conducted by professionals certified by the Department of Ecology for items such as bacteria and nitrates, and a generally accepted method for determining water quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer understands that the results of such tests only provide information regarding water quality or quantity at the time of the test(s) and provide no representation or guarantee that results will not change or vary at other times.
- e. If the Property is currently taxed at a reduced rate because a special classification such as open space, agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required to be paid if the use classification is changed or withdrawn at Closing or in the future.
- f. A generally accepted method for determining the value of timber growing on the Property is to have a qualified forester or forest products expert "cruise" the Property and give a written valuation.
- g. If there is an on-site sewage disposal system on the Property and the system has not been recently used, Buyer should consider conducting a purge test and other inspections to determine whether there are any defects in the system.
- h. Additional tests or inspections of the Property may be required by local or state governmental agencies before title to the Property is transferred.

  
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Skagit County Auditor

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Initials: BUYER: [Signature] DATE: 3/19/10 SELLER: [Signature] DATE: 3-22-10  
BUYER: [Signature] DATE: 3/19/10 SELLER: [Signature] DATE:

**LAND & ACREAGE ADDENDUM**  
(continued)

**2. CONTINGENCIES:**

- a. General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. The work to be performed shall be timely ordered by the party responsible for payment, except for the Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for ordering the work and fails to timely do so, Seller will be in breach of the Agreement.
- b. Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within the applicable contingency period, then the respective contingency shall be deemed waived.
- c. Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement fails to close as a consequence of a Seller's breach, the costs of the following shall be born by the Seller:

Paid by Buyer	Paid by Seller		Contingency period (10 days if not filled in)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. <b>Survey.</b> Completion of survey to verify information regarding the Property as listed in 1(b).	_____ days
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ii. <b>Perc Test</b> Perc or similar test indicating that the Property is suitable for installation of conventional septic system and drainfield. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	_____ days
<input type="checkbox"/>	<input checked="" type="checkbox"/>	iii. <b>On-Site Sewage System.</b> The system to be pumped and inspected by a qualified professional to determine that the system is readily accepting effluent and the system has no apparent defects. (If VA Financing is used, Lender may require certification of system.)	_____ days
<input checked="" type="checkbox"/>	<input type="checkbox"/>	iv. <b>Water Quality.</b> Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and standards of the governing county. Water quality tests to be performed by a qualified professional.	_____ days
<input checked="" type="checkbox"/>	<input type="checkbox"/>	v. <b>Water Quantity.</b> Water quantity tests (4 hour draw down test or other test selected by Buyer) showing a sustained flow of _____ g.p.m., which Buyer agrees will be adequate to reasonably meet Buyer's needs. Water quantity test to be performed by a qualified professional.	_____ days
<input checked="" type="checkbox"/>	<input type="checkbox"/>	vi. <b>Timber.</b> Timber cruise conducted by a qualified forest products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion.	_____ days



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Initials: BUYER: ER DATE: 3/19/10 SELLER: 4/19/10 DATE: 3-22-10  
BUYER: eu DATE: 3/19/10 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

**LAND & ACREAGE ADDENDUM**  
(continued)

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**3. ADDITIONAL PROVISIONS (check as applicable)**

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- ☐ **Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency set forth in Specific Term 17 and General Term "v" of Form 25 (Vacant Land Purchase and Sale Agreement). Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any matters affecting the Property including, without limitation, the condition of any improvements to the Property, the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical area on the Property, the number and location of approved road approaches from public roads, and the presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing any investigations, Buyer shall not interfere with any existing tenants' operations on the Property.

This feasibility study contingency shall conclusively be deemed waived unless within \_\_\_\_\_ (10 days if not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer.

- ☐ **Irrigation and Water.** Seller warrants that there are \_\_\_\_\_ shares of \_\_\_\_\_ irrigation water rights and \_\_\_\_\_ shares of \_\_\_\_\_ frost water rights applicable to the Property, all of which will be transferred to Buyer at Closing.

- ☒ **Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the extent delegated to and assumed by Buyer hereunder.

- ☒ **Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or before 03/31/2010. A party shall conclusively be deemed to have waived this contingency unless notice in conformance with this Agreement is provided to the other party by the foregoing date.

- ☐ **Crops.** Unless otherwise agreed in writing Seller has the right to harvest all growing crops in the ordinary course of business until the possession date.

- ☐ **Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of the Agreement: ☐ portable buildings ☐ sheds and other outbuildings ☐ game feeders ☐ livestock feeders and troughs ☐ irrigation equipment ☐ fuel tanks ☐ submersible pumps ☐ pressure tanks ☐ corrals and pens ☐ gates and fences ☐ chutes ☐ other: \_\_\_\_\_

The value assigned to the personal property included in the sale shall be \$ \_\_\_\_\_. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.

- ☐ **CRP Program.** Buyer must assume all Conservation Reserve Program contracts and agree to continue them through the expiration date of each such contract. All documentation for the assumption will be completed at closing and must be approved by Farm Service Agency of the USDA prior to Closing. Any Conservation Reserve Program payments shall be prorated as of Closing.

Initials: BUYER: [Signature] DATE: 3/19/10 SELLER: [Signature] DATE: 3-22-10  
BUYER: [Signature] DATE: 3/18/10 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

**LAND & ACREAGE ADDENDUM**  
(continued)

- ☐ 4. **DOCUMENT REVIEW PERIOD.** If this box is checked, Seller shall deliver to Buyer a copy of the following documents within \_\_\_\_\_ (20 days if not filled in) of mutual acceptance:

\_\_\_\_\_  
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- ☐ 5. **ADDITIONAL INSPECTIONS.** If this box is checked and if a qualified professional performing any inspection of the Property recommends further evaluation of the Property, Buyer shall have an additional \_\_\_\_\_ (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement.

**6. TAX DESIGNATION**

- a. **Classification of Property.** Seller represents that the Property is classified as ☐ open space;  
☒ farm and agricultural; ☐ timberland under Chapter 84.34 RCW.
- ☐ b. **Removal from Classification.** Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by ☐ Seller; ☐ Buyer; ☐ both Seller and Buyer in equal shares (Seller if no box is checked).
- ☒ c. **Notice of Classification Continuance.** In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.



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Initials: BUYER: Sh DATE: 3/19/10  
BUYER: ae DATE: 3/19/10

SELLER: [Signature] DATE: 3-22-10  
SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_



**ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated March 17, 2010 1  
between Eun K. Kim and Chu H. Kim ("Buyer") 2  
and George Adams III (also known as George adams) ("Seller") 3  
concerning 25280 Star View Road Mount Vernon, Wa. 98273 ("the Property") 4

**IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:** 5

Subject property has total 37 acres (P30383; 7.5 acres, P30384; 15 acres, P113563; 15 acres). 6  
Buyer'll pay one hundred thousand dollars(\$100,000.) including earnest money for downpayment to seller 7  
on ~~04/10/2010~~ and closing date'll be on or before ~~03/31/2015~~. 8

04/17/2010 04/16/2015 9  
Seller owes approximately \$241,860.(as of 03/31/2010) to Chase bank. The monthly payment is \$2,007.83. 10  
(principal, interest, real property), and buyer'll make that payment directly to Chase bank ~~#1,035.27~~ 11  
Buyer also agrees to pay ~~\$183,140~~ (seller's equity) to seller with monthly payment of ~~\$1,127.62~~ or more 12  
at buyer's option including interest at the rate of 6.25% per annum computed on the diminishing principal 13  
balance, however, buyer has to pay off the remaining principal balances on or before ~~03/31/2015~~. 14  
04/16/2015 15

Seller covenants that there'll no liens, no mortgages and no encumbrances on the title except existing mortgage 17  
to Chase bank and encumbrances that are already known to buyer. 18

Seller also covenants that he'll transfer FREE AND CLEAR TITLE to buyer at the time either buyer pays off 20  
those principal balances mentioned above or just pays off principal balance owe to Chase bank only. 21

Suppose seller is not performing what he suppose to perform or seller is not able to transfer free and clear title 23  
to buyer, seller agrees to pay one and a half(1.5) times of purchase price and attorney's fee to buyer. 24

Buyer agrees to make a balloon payment of fourty thousand dollars(\$40,000.) to seller on or before 04/30/2011 27  
to reduce principal balance and monthly payment to seller shall be adjusted(reduced) at that time. 28

04/16/2015 29  
Suppose buyer is not able to close this purchase & sale agreement on or before ~~03/31/2015~~, all those payments 30  
(\$100,000. downpayment, monthly payment made to Chase bank and seller) shall belong to seller. 31

This agreement shall be binding upon the heirs, executors, administrations, successors and assigns hereto. 33

Seller has contacted the Chase bank and has been approved for this transaction. 35

Both seller and buyer are advised to have their own laywer to seek expert advice for this transaction. 36

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

AGENT (COMPANY) ALLPRO Real Estate 42

BY: [Signature] 43

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Initials: BUYER: ER DATE: 3/19/10 SELLER: [Signature] DATE: 3-22-10 44

BUYER: ER DATE: 3/19/10 SELLER: [Signature] DATE: 45

## ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 17, 2010 1  
between Eun K. Kim and Chu H. Kim ("Buyer") 2  
and George Adams III (also known as George Adams) ("Seller") 3  
concerning 25280 Star View Road Mount Vernon, Wa. 98273 ("the Property") 4

### IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

 5

Purchase price is reduced to five hundred ten thousand dollars(\$510,000.). 6

Buyer'll pay \$100,000. including earnest money to seller for downpayment on possession day which'll 7  
be 04/17/2010 and closing date'll be on or before 04/16/2015. 8

Seller owes approximately \$241,860.(as of 03/31/2010) to Chase bank. The monthly payment is \$2,007.83. 10  
including principal, interest and property tax, and buyer'll make that payment directly to Chase bank. 11

Buyer also shall pay seller's equity of \$168,140.(\$510,000 - \$241,850 - \$100,000) to seller with monthly 12  
payment of \$1,035.27 or more at buyer's option including interest at the rate of 6.25% per annum computed 13  
on the diminishing principal balance, however, buyer has to pay off the remaining principal balance on or 14  
before 04/16/2015 (30 year amortization and 5 year call). 15

Buyer is liable for paying home insurance from the date of possession to keep home insured against fire 16  
and other normal casualties. All proceeds of any such policy shall be payable to buyer alone. 17

Both seller and buyer agree that the commission to ALLPRO REAL ESTATE shall be paid on possession day, 18  
and also agree that closing agent shall be GUARDIAN NORTHWEST TITLE & ESCROW located at 19  
1301-B Riverside Drive / PO Box 1667 Mount Vernon, Wa. 98273. 20

Seller'll remove container, trailers, disabled truck and unusable items from the property on or before 04/30/10 21  
and also clean up all those debris & garbages, if any. 22

All those payments including utility bills & property tax shall be prorated on the possession day and any 23  
unpaid payments, if any, shall be paid within five(5) days from possession day. 24

Seller'll provide training in favor of buyer for two(2) weeks period after the possession day. 25

All those livestock of dogs, puppy dogs, horses, cats, kittens and a male cat shall be included in the purchase 26  
price, and seller'll give all those papers for livestock to buyer. The numbers of livestock are subject to 27  
purchaser's approval. Seller'll not compete with buyer on same or similar kind of business in Skagit County and 28  
Snohomish County until 04/16/2015. 29

Buyer agrees to buy subject property AS IS CONDITION. 30

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

AGENT (COMPANY) ALLPRO REAL ESTATE 32

BY: [Signature] 33

Initials: BUYER: ER DATE: 4/16/10 SELLER: [Signature] DATE: 4-16-10 44  
BUYER: CV DATE: 4/16/10 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 45

**RENTAL AGREEMENT**  
(Occupancy Prior to Closing)

Notice: NWMLS recommends that sellers do NOT give a buyer a right to occupy the property prior to closing.  
All sellers are urged to consult with a lawyer before entering into a Rental Agreement that provides a buyer with occupancy prior to closing.

Date: April 16, 2010

Tenant(s) Eun K. Kim and Chu H. Kim

agree(s) to rent from Landlord George Adams III (also known as George Adams)

the property commonly known as 25280 Star View Road Mount Vernon

in Skagit County, Washington (the "House") on the following terms and conditions:

1. **RENT** The rent shall be \$5.00 per month. Landlord acknowledges receipt of the first month's rent. Future rents shall be payable on the 1st day of each month, one month in advance, commencing on 04/17/2010. Rent shall be payable to (SEE PURCHASE AND SALE AGREEMENT) at 18846 SE 168TH Renton, Wa. 98058 (425)235-3193 (425)210-0228(C). Tenant is entitled to possession on 04/17/2010. This Agreement shall terminate on 04/16/2015. If Tenant purchases the House from Landlord, then this Agreement shall terminate on Closing of the sale. At the time of Closing, advance rent paid to Landlord shall be pro-rated on a daily basis, and Tenant shall be credited with any unused portion thereof. If this Agreement is terminated prior to the termination date set forth in this paragraph, then any advance rent shall be pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the House.
2. **INSURANCE** Landlord agrees to keep the House insured against fire and other normal casualties. All proceeds of any such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on the Property which belongs to Tenant.
3. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of this Agreement.
4. **IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations in the House, including painting, during the term of this Agreement without the express written permission of Landlord. In the event this Agreement terminates for any reason other than Tenant's purchase of the House, Tenant will return the House to Landlord in as good a condition as it presently is, ordinary wear and tear excepted.
5. **LANDLORD - TENANT ACT.** This Agreement is subject to the provisions of the Residential Landlord - Tenant Act, RCW 59.18 and the Unlawful Detainer Statute, RCW 59.12. If Tenant and Landlord have entered into a purchase and sale agreement for the purchase of the House, then a default under that purchase and sale agreement shall constitute a default under this Agreement, and Landlord shall be entitled to all remedies provided for in the Residential Landlord-Tenant Act, RCW 59.18, including but not limited to the exercise of all eviction proceedings authorized by RCW 59.12.
6. **SUBLETTING OR ASSIGNMENT** Tenant may not sublet the House and may not assign Tenant's rights under this Agreement.
7. **CITY OF SEATTLE RENTAL AGREEMENT REGULATION ORDINANCE.** If the House is located within the City of Seattle then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt of a copy of the summary.
8. **TIME.** Time is of the essence in this Agreement.
9. **RELEASE OF REAL ESTATE LICENSEES** Landlord and Tenant release all real estate brokers and agents involved with this Agreement and any purchase and sale agreement between Landlord and Tenant relating to the House, and agree to indemnify all real estate brokers and agents from any and all claims arising under this Agreement.
10. **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 amount shall be as fixed by the court.
11. **SMOKE DETECTOR** Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures:
  - (a) The smoke detection device is ☐ hard-wired ☐ battery operated.
  - (b) The Building ☐ does ☐ does not have a fire sprinkler system.
  - (c) The Building ☐ does ☐ does not have a fire alarm system.
  - (d) ☐ The building has a smoking policy, as follows:

☐ The building does not have a smoking policy.
  - (e) ☐ The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.
  - (f) ☐ The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.
  - (g) ☐ The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.
12. **LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22) or equivalent, must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations.
13. **MOLD DISCLOSURE** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."



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Landlord

Date

Tenant

Date

Landlord

Date

Tenant

Date

**\*\*TENANT AGREES TO KEEP THE HOUSE INSURED AGAINST FIRE AND OTHER NORMAL CASUALTIES. ALL PROCEEDS OF ANY SUCH POLICY SHALL BE PAYABLE TO TENANT ALONE\*\***

**Schedule "C"**  
**Legal Description**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

**Parcel "A":**

The South 1/2 of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 20, Township 34 North, Range 5 East, W.M., EXCEPT that portion lying West of the Northerly prolongation of the East line of Tract "A" of Short Plat No. 53-78, recorded in Volume 3 of Short Plats, Page 2, under Auditor's File No. 886473.

**Parcel "B":**

That portion of Tract "B" of Short Plat No. 53-78, approved August 24, 1978, recorded August 29, 1978, in Volume 3 of Short Plats, Page 2, under Auditor's File No. 886473, records of Skagit County, Washington, lying East of Tract "A" of said Short Plat, being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 34 North, Range 5 East, W.M..



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## AFFIDAVIT OF NON PARTICIPATION

I'll not participate in either the sale or lease the property located at 25280 Star View Road Mount Vernon, WA. 98273 (tax parcel numbers; P113563, P30383, P30384).

Name of affiant; Karen R. Adams

Signature; Karen Adams

Date; April 4, 2010



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STATE OF WASHINGTON,

County ss:

King

On this day of personally appeared before me

ADAMS, KEREN RUTH

WA Driver License #

ADAMSKR4420J

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

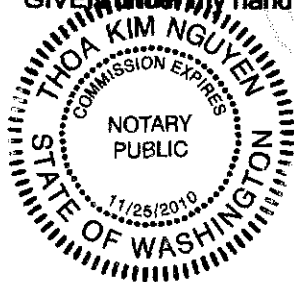
4

day of

April 2010

Day

Month/Year



*Thoa Kim Nguyen*  
Notary Public in and for the State of Washington, residing at

Sammamish.

My Appointment Expires on

11/25/2010



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