



201108260009

Skagit County Auditor

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Filed for Record at the Request of:  
AFTER RECORDING MAIL TO:

Jeffrey D. Winter, P.S.  
604 North Main Street  
Ellensburg, WA 98926

LAND TITLE OF SKAGIT COUNTY

139992 DAR

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DOCUMENT TITLE(S):	Real Estate Contract
GRANTOR(S):	MARK D. SIKS and MELINDA D. SIKS, h+w
GRANTEE(S):	ADAM MIMNAUGH and JENNIFER MIMNAUGH, h+w
LEGAL DESCRIPTION:	Lot 10, Plat of Channel View as per plat recorded on September 19, 2000, under Auditor's File No. 200009190049, records of Skagit County, Washington
ASSESSOR'S TAX PARCEL NUMBER:	P117202/4761-000-010-0000
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED:	None

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## REAL ESTATE CONTRACT

THIS Real Estate Contract made this 19<sup>th</sup> day of August, 2011, between MARK D. SIKS and MELINDA D. SIKS, husband and wife, as Seller, and ADAM MIMNAUGH and JENNIFER MIMNAUGH, husband and wife, as Purchaser,

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2567

AUG 26 2011  
Amount Paid \$ 2740.20  
Skagit Co. Treasurer  
Deputy

### WITNESSETH:

1. The Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the following described real property situated in Kittitas County, State of Washington, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth.

2. The purchase price for said real property is the sum of ONE HUNDRED FIFTY-FOUR THOUSAND and No/100ths DOLLARS (\$154,000.00) of which \$24,000.00 has been paid, receipt of which is hereby acknowledged, leaving an unpaid balance of \$130,000.00 due and payable, which shall be paid as follows:

The unpaid balance of \$130,000.00 shall bear interest at five percent (5%) per annum on the declining balance from date of closing and shall be paid as follows: (i) beginning September 5, 2011 to December 5, 2011, payments shall be \$542 per month, including interest, due on the 5<sup>th</sup> of each month; (ii) beginning January 5, 2012, payments shall increase to \$698.00 per month, or more at Buyer's option, until August 5, 2014, at which time the entire unpaid balance together with accrued interest, if any, shall be paid in full. All payments shall first be applied to interest with the balance applied to the principal. There is no penalty for prepayment of this Contract.

3. This Contract cannot be assigned by Purchaser, nor can Purchaser voluntarily transfer, encumber, convey or lease with option to purchase, any of Purchaser's interest in said real property, without the written consent of the Seller first having been obtained. Any such sale or assignment without Seller's prior written consent shall, at Seller's option, accelerate the unpaid principal balance of this Contract so that it shall then be immediately due and payable.



4. Default Interest. Any unpaid principal balances due under this Contract shall bear interest at the rate of twelve percent (12%) per annum after maturity. In the event of default, such interest shall begin to accrue in the event and at such time as any of the Sellers commence to exercise any remedies as provided below and shall continue to accrue until such default is cured.

5. Purchaser agrees to pay a late payment charge of \$50.00 in the event that any monthly payment is not received within fifteen (15) days of its due date, which late payment charge shall be due and payable at the time it is incurred. Regardless of whether a late payment charge is imposed hereunder, failure to timely make any payment under this Contract in a timely manner shall constitute a default and shall subject Purchaser to the remedies set forth below.

6. Purchaser shall be entitled to possession on closing.

7. As referred to in this Contract, date of closing shall be the 26<sup>th</sup> day of August, 2011, unless otherwise agreed to in writing by the parties.

8. All payments to be made hereunder shall be made to a contract collection account established by the parties at the Anacortes branch of Skagit State Bank. Set up costs of establishing the contract collection account, and all subsequent annual charges, shall be shared equally between the parties. All late fee charge notices shall be Purchaser's expense, and all disbursement expenses shall be Seller's expense. The Anacortes branch of Skagit State Bank shall hold in escrow the below referenced Statutory Warranty Deed which Seller shall execute at closing.

9. In addition and as a material consideration in Seller's decision to sell the property to Purchaser at the above purchase price, Purchaser acknowledges that Purchaser has fully inspected or has had the opportunity to so inspect the property to Purchaser's complete satisfaction and accepts same in their present AS IS condition and Seller make no warranties or representations to Purchaser or to any other person regarding the physical condition of the property, including any environmental contamination, the quantity/quality of water, adequacy of any sewer/septic system or the property's ability to perc, the location of property boundaries and corners and conformity with applicable building, subdivision, zoning or any other laws, ordinances or regulations. Seller does not warrant or guarantee that the physical boundaries of the property conform to the legal description as set forth above. Purchaser hereby releases Seller from any and all responsibility and/or liability with regard to the physical condition of the premises and agrees to



hold Seller harmless therefrom. Neither Purchaser nor Seller nor the assigns of either shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant and agreement relied on is contained herein or is in writing and attached to and made a part of this Contract.

10. Purchaser agrees not to dispose of or permit any environmental contaminants on the premises. The covenants, representations and warranties set forth in this paragraph shall survive the delivery and recording of the Deed in fulfillment of this Contract.

11. The real property taxes, utilities, homeowners association dues and water association assessments due and payable on said premises for the year 2011 shall be prorated between the parties as of the date of closing.

12. The Purchaser will keep paid up all taxes, assessments and homeowners and water association dues, fees, and utility charges as they become due and payable and will suffer no such liens or attachments to exist against the said property. Purchaser will furnish to Seller on an annual basis a copy of the Treasurer's receipt showing that real property taxes and assessments have been paid.

13. Purchaser shall not commit waste upon the premises and shall keep up said premises in as good a state of repair as the same now are or may hereafter be put during the term of this Contract, reasonable wear, tear and usage excepted. No removal of any merchantable trees shall be done without Seller's prior written consent, nor shall any excavation be done on said property without Seller's prior written consent.

14. The Purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or any part thereof taken for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to Seller and applied as payment on the purchase price herein unless Seller elects to allow Purchaser to apply all or a portion of such condemnation awards to the rebuilding or restoration of any improvements damaged by such taking.

15. The Seller agrees, upon receiving full payment of the purchase price and interest, in the manner above specified, to execute and deliver to Purchaser a Statutory Warranty Deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances.



except any that may attach after date of closing through any person other than Seller, and subject to those items mentioned in description above, and the standard exceptions contained in the title insurance policy form. In the event Seller assigns Seller's interest in this Contract to a third party, Seller agrees to require said third party to execute a fulfillment deed in conformance with the terms of this paragraph and to deliver same to the escrow collection agent designated above, at the time of said assignment.

16. That time is of the essence of this Contract. If the Purchaser fails to make any payment or perform any obligation hereunder, Seller shall be entitled to exercise all rights and remedies as allowed by law or equity, including the right to elect one or more of the following remedies:

(1) To forfeit this Contract under RCW Chapter 61.30, in which event, without limiting any remedies of Seller as provided by the said statute, all right, title and interest of Purchaser and parties claiming an interest in the real and/or personal property subject to this Contract shall be canceled and terminated; all prior payments shall be retained by the payee thereof; all improvements and unharvested crops or timber shall be forfeited; and Seller shall be entitled to possession of the real and/or personal property, which right may be enforced under the provisions of RCW Chapter 59.12.

(2) To declare all amounts payable under this Contract immediately due and payable and institute suit to collect such amounts, together with reasonable attorney's fees; provided, if within thirty (30) days after commencement of such action, Purchaser cures the default(s) and pays to Seller, Seller's actual attorney's fees incurred and other taxable costs of suit, this Contract shall be reinstated.

(3) To commence an action for the collection of past due payments or obligations arising prior to the date of judgment.

(4) To commence an action for specific enforcement of Purchaser's obligations under this Contract (including redress by either a mandatory or prohibitive injunction).

(5) If Purchaser is in default under this Contract and abandons the real and personal property, if any, subject hereto, pending the exercise of other rights or remedies as provided for herein, Seller may take immediate possession of the real and/or personal property for the purpose of preserving or otherwise protecting the property from loss, damage or waste.

17. Notice mailed by certified mail to Purchaser at their last known address, with postage prepaid, shall be deemed sufficient notice hereunder. That the date of mailing of said notice



shall be deemed the date of giving of the said notice.

18. In the event of forfeiture as heretofore provided for, all monies paid hereunder and all expenses incurred by Purchaser shall be forfeited as liquidated damages and Seller may forthwith take possession of said premises. In the event that Purchaser fails or refuses to voluntarily surrender possession of the premises to Seller, Purchaser agrees to pay to Seller the reasonable rental value of said premises until Seller receives actual possession of the premises, and Seller may obtain judgment against Purchaser therefor.

19. In the event Purchaser abandons the property while in default, Seller may take immediate possession for the purpose of protecting and preserving the property and may mitigate damages by renting or operating the property during any period of enforcement of Seller's rights under this Contract without prejudice to any other remedies of Seller under this Contract.

20. All collection expenses, attorney fees and any litigation title report or certificates fees incurred by Seller in enforcing or forfeiting this Contract or in giving notices hereunder due to Purchaser's delinquency or breach shall be promptly repaid by Purchaser whether or not suit is instituted, and such sums shall be secured by this Contract. In the event of suit, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

21. In the event of suit, the venue of said action may, at the option of Seller, be laid in Skagit County, Washington.

22. This Contract shall be binding upon and shall inure to the benefit of the legal representatives and assigns of the parties hereto.

23. This Contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Contract may be amended only by written instrument executed by the Purchaser and the Seller or their designated representatives, subsequent to the date hereof.

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Skagit County Auditor

IN WITNESS WHEREOF, the parties have signed and delivered this agreement the day and year first above written.

SELLER

Mark D. Siks  
MARK D. SIKS

Melinda D. Siks  
MELINDA D. SIKS

PURCHASER

Adam M. Mignaugh  
ADAM MIMNAUGH

Jennifer M. Mignaugh  
JENNIFER MIMNAUGH

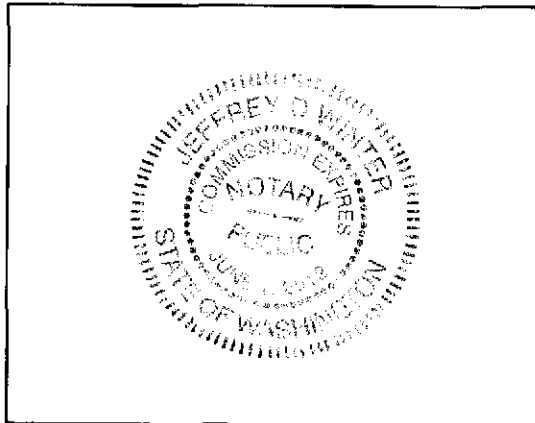
STATE OF WASHINGTON )

) ss.

County of Kittitas )

On this day personally appeared before me MARK D. SIKS and MELINDA D. SIKS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument as Seller, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19<sup>th</sup> day of August, 2011.



(Place Notary Seal Above)

Jeffrey D. Winter  
NOTARY PUBLIC in and for the State of  
Washington, residing at : ELLENBURG  
My Commission expires:  
06-01-12

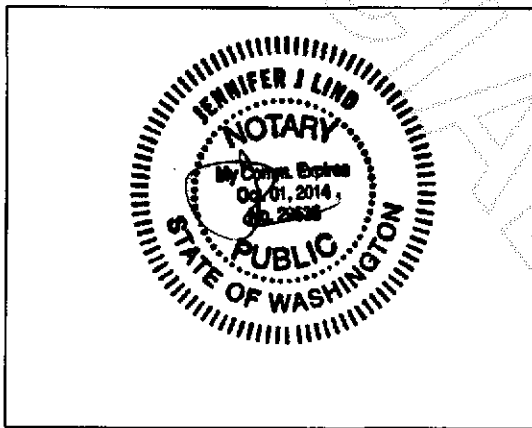


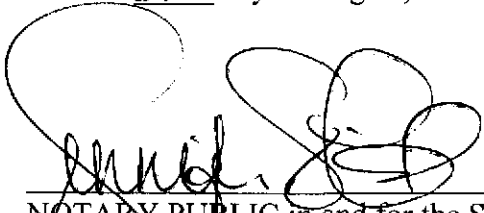
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Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss.  
County of Skagit )

On this day personally appeared before me ADAM MIMNAUGH and JENNIFER MIMNAUGH, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument as Purchaser and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25<sup>th</sup> day of August, 2011.



  
NOTARY PUBLIC in and for the State of  
Washington, residing at : Bow  
My Commission expires:

10/01/2014



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## EXHIBIT A

Lot 10, "Plat of Channel View," as per plat recorded on September 19, 2000, under Auditor's File No. 200009190049, records of Skagit County, Washington.

### SUBJECT TO:

- A. Reservations and stipulations as contained in Deeds through which title is vested, recorded September 8, 1995, under Auditor's File No. 9509080104, as follows:

"Grantor reserves for themselves, their successors and assigns, agents and employees, the right to pass and repass over and upon the property, to drill water wells, take and transport water from those wells, lay and maintain pipe for the operation of those wells for the benefit of any portion of the subject property reacquired in the future by Grantor or his successors or assigns. Grantor's rights to such water shall be superior to any competing need of Grantee, or its successors, to draw ground water. Grantors agree that they will not exercise such rights so long as the Grantor in said Deed of Trust is not in default of the payment of amounts owing to Beneficiary for the purchase price of the subject property.

- B. NOTICE TO FUTURE PROPERTY OWNERS AND THE TERMS AND CONDITIONS THEREOF:

Between: Channel View, L.L.C., a Washington limited liability company  
Dated: May 1, 2002  
Recorded: May 1, 2002  
Auditor's No.: 200205010097  
Regarding: Channel View Water System

- C. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND THE TERMS AND CONDITIONS THEREOF:

Executed By: Michael Fohn and Maureen Fohn  
Recorded: September 19, 2000  
Auditor's No.: 200009190050

- D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc.  
Purpose: The right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity.  
Area Affected: Easement #1: All streets, road rights of way, utility and public use easements as now or hereafter designed, platted, and/or constructed within the above described property.  
Easement #2: A strip of land 10 feet in width across all lots, tracts and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights of way.  
Easement #3: All areas located within a 10 (ten) feet perimeter of the exterior surface of all ground mounted vaults and transformers.  
Easement #4: No vehicular access, parking or driven surfaces shall be located within a 5 (five) foot perimeter of all of grantees' ground mounted or semi-buried vaults, pedestals, transformers and/or hand holes.



D. (continued):

Area Affected continued:

Easement #5: An easement are 20 feet in width having 10 feet of such width on each side of a centerline lying within Lot 8 of said Plat of Channel View more particularly described as follows: Beginning at the Southwest corner of Lot 8 of the Plat of Channel View; thence Northeasterly along the South line of said Lot 8, 110 feet; thence North 20 feet to the North line of the utility easement as delineated on the face of the Plat and the true point of beginning of this line; thence North 100 feet, said point being the terminus of this line.

Dated: October 3, 2001  
Recorded: October 9, 2001  
Auditor's No.: 200110090059

E. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Channel View, LLC  
Purpose: Easement for view protection  
Area Affected: To the present and future owners of Lots 6, 7 and 8, Plat of Channel View  
Dated: December 17, 2003  
Recorded: December 17, 2003  
Auditor's No.: 200312170066

F. Restrictions imposed by instrument recorded December 17, 2003, under Auditor's File No. 200312170066.

G. Restrictions imposed by instrument recorded December 17, 2003, under Auditor's File No. 200312170067.

H. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: The present and future owners of Lots 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, and 5, within the Plat of CHANNEL VIEW  
Purpose: For utilities, including the maintenance, repair, and replacement thereof  
Area Affected:

Beginning at the Northwest corner of Lot 1A, said "Plat of Channel View"; thence North  $60^{\circ}31'24''$  East along the North line of said Lot 1A for a distance of 70.31 feet to the Northeast corner thereof and being the true point of beginning of said easement; thence South  $4^{\circ}22'50''$  along the Easterly line of said Lot 1A for a distance of 16.56 feet to a point 15.00 feet Southerly (as measured perpendicular) of the South line of said Lots 1B, 2A, 2B, 3A and 3B; thence North  $60^{\circ}31'24''$  East parallel with said North line of Lot 1B, 2A, 2B, 3A, 3B for a distance of 409.61 feet, more or less, to the East line of said Lot 3B, also being the Westerly right-of-way margin of Channel View Drive; thence North  $5^{\circ}00'34''$  West along said East line of Lot 3B, also being the Westerly margin of Channel View Drive, for a distance of 16.48 feet to the Northeast corner of said Lot B and a point of curvature; thence along the arc of said curve (also being the East line of said Lot 5) to the left having a radius of 25.00 feet through a central angle of  $47^{\circ}09'44''$  an arc distance of 20.58 feet; thence South  $60^{\circ}31'24''$



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H. (Area Affected Continued):

West for a distance of 20.31 feet; thence South 29°28'36" East for a distance of 20.00 feet to the South line of said Lot 5 (also being the North line of said Lot 3B) at a point bearing North 60°31'24" East from the true point of beginning; thence South 60°31'24" West along said North line of Lot 3B, 3A, 2B, 2A, and 1B (also being the South line of said Lot 5) for a distance of 389.41 feet, more or less, to the true point of beginning.

Dated: April 9, 2004  
Recorded: April 9, 2004  
Auditor's No.: 200404090078

I. Easement shown on plat:

For: Utilities  
Affects: A portion of the East 10 feet of Lot 10



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