



201308090126

Skagit County Auditor

\$82.00

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Document Title:

Purchase & Sale Agreement

LAND TITLE OF SKAGIT COUNTY

Reference Number:

147157-

Grantor(s):

☐ additional grantor names on page 02

1. Cheryl Bishop

2.

Grantee(s):

☐ additional grantee names on page

1. Douglas E. Noblet

2. Nicole Rae Martinson

Kori Kay NOblet Granger
Abbreviated legal description:

☐ full legal on page(s)

Lots 1&2, SP PL08-0286 (ptn SW 1/4 SE 1/4, 2-34-3)
& Lot 4, Country Club Add. #3.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page

P21065, P64573, P130646

PURCHASE AND SALE AGREEMENT

Buyer: CHERYL BISHOP, single person, as her separate property

Seller: DOUGLAS E. NOBLET, NICOLE RAE MARTINSON and KORI KAY NOBLET GRANGER, Co-Personal Representatives of the Estates of Sandra K. Bishop Noblet and Donald E. Noblet, deceased

Date: July 21, 2013

Property: Tax Account Nos. 34302-4-003-0004; 3888-000-004-0007; 34302-4-003-0104 (see attached Schedule A-1)

340302

P 21065
P 64573

P 130646

Seller agrees to sell the Property and Buyer agrees to buy the Property on the following terms and conditions:

1. **PURCHASE PRICE.** The total purchase price for the Property is Five Hundred Eighty-Five Thousand Dollars (\$585,000) payable in full at Closing.

2. **CONDITION OF TITLE - TITLE INSURANCE.** Seller shall provide marketable title to the Property at the time of closing.

Seller hereby authorizes Land Title Company of Skagit County ("Escrow Agent") to order a Preliminary Commitment for a Standard Form Owners Policy of Title Insurance in the amount of the purchase price. Buyer shall have fifteen (15) days after receipt of the Preliminary Commitment within which to notify Seller in writing of Buyer's disapproval of any Exceptions shown in said Preliminary Commitment. In the event of disapproval of any Exceptions as set forth in the Preliminary Commitment, Seller shall have until the date for closing of escrow within which to attempt to eliminate any disapproved Exception(s) from the Policy of Title Insurance to be issued in favor of Buyer and, if not eliminated, the escrow shall be canceled unless Buyer then elects to waive its prior disapproval. Failure of Buyer to disapprove any Exceptions within the aforementioned time limit shall be deemed an approval of said Preliminary Commitment. Monetary encumbrances shall be satisfied out of closing proceeds, regardless of whether they are disapproved Exceptions.

3. **CLOSING OF SALE.** The sale shall be closed on or before August 15, 2013, by Land Title Company of Skagit County ("Escrow Agent"). Buyer and Seller shall deposit with Escrow Agent all instruments and funds required to complete the purchase in accordance with this Agreement. "Closing" means the date on which all documents are recorded and the sales proceeds are available to Seller.

4. **CLOSING COSTS AND PRORATIONS.** Buyer and Seller shall each pay one-half (1/2) of the escrow fees. Seller shall pay real estate excise tax, and the premium for an



Owners Standard Coverage Title Insurance Policy. Buyer shall pay recording fees. Real estate taxes and assessments, and homeowner's association dues and rentals, if applicable, shall be prorated as of the Closing Date.

5. **POSSESSION**. Buyer shall be entitled to possession on closing.

6. **WARRANTIES AND DISCLOSURES**. Buyer expressly waives the right to receive from Seller any Residential Real Estate Disclosure Statement which would otherwise be required by Title 64 of the Revised Code of Washington. Buyer also expressly waives any right to rescind the Purchase and Sale Agreement given to Buyer by virtue of a Residential Real Estate Disclosure Statement or said statute.

Initials: Buyer

crb

Initials: Seller

[Signature]

Seller is unaware of any material latent defects with respect to the Property, except as indicated above. Title to said Property shall be conveyed by a Statutory Warranty Deed subject only to those exceptions approved by Buyer. Seller shall have no responsibility to repair any defects with respect to the Property, including those listed above. Except as indicated above, this Property is being sold "as is" without warranties or representations of any nature concerning the condition of the Property, or otherwise.

7. **LEASED FIXTURES**. There are no leased fixtures presently located at the Property.

8. **NO AGENTS OR BROKERS**. The parties represent and warrant that no real estate agents or brokers have been involved with this transaction, and no commission shall be due on closing.

9. **DEFAULT AND ATTORNEY'S FEES**. In the event either party fails, without legal excuse to complete this transaction or in the event of any other litigation between the parties arising out of or relating to this Agreement, or the transaction contemplated thereby, the prevailing party, in addition to all other rights and remedies, shall be entitled to recover reasonable attorneys' fees, costs and litigation-related expenses from the non-prevailing party.

10. **INCLUDED ITEMS**. Any of the following personal property located on the Property are included in this sale: built-in appliances; wall-to-wall carpeting; drapes and rods; window and door screens and awnings; storm doors and windows; installed television antennas; any ventilating, air conditioning, and heating equipment; irrigation fixtures and equipment; water heaters; installed electric fixtures; lights and light bulbs; shrubs, plants and trees; and all bathroom and other fixtures.

11. **NON-MERGER**. The covenants and agreements contained in this agreement are intended to survive closing, and are not intended to "merge" with the closing documents.



12. **NOTICE.** All notices required or allowed herein shall be personally delivered or mailed (certified, return receipt requested) to the recipient at the address stated below:

BUYER: Cheryl Bishop
16559 Country Club Drive
Burlington, WA 98233

SELLER: Estates of Sandra K. Bishop Noblet and Donald E. Noblet
c/o Douglas E. Noblet
16542 Country Club Drive
Burlington, WA 98233

Notice shall be deemed given when personally delivered, or two (2) business days after mailing, certified, return receipt requested, postage prepaid, from within the State of Washington.

13. **RISK OF LOSS.** If prior to closing the Property shall be destroyed or significantly damaged by fire or other casualty, this Agreement, at the option of Buyer, shall become null and void, and the earnest money shall be refunded in full to Buyer. If Buyer elects to close, all insurance proceeds relating to the casualty, if any, shall be assigned and paid to Buyer.

14. **MODIFICATION.** This Agreement may not be modified or terminated orally and no modification, termination or attempted waiver shall be valid unless it is in writing and signed by all of the parties.

15. **HEIRS, SUCCESSORS AND ASSIGNS.** This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and successors of the parties, but no right, liability or obligation arising hereunder may be assigned by any Party without the advance written approval of all parties.

16. **INTERPRETATION, CONSTRUCTION OF AGREEMENT.** Both parties acknowledge and agree that they have had the opportunity to have this Agreement reviewed by independent counsel of their choice. Therefore, both parties agree that no interpretation or construction shall be made to this Agreement based on which party drafted the Agreement; the non-drafting party hereby waives any right he or she might otherwise have had to have any ambiguity interpreted or construed in his or her favor.

17. **ENTIRE AGREEMENT.** This agreement, with attachments, constitutes the entire agreement and understanding of the parties with respect to the transaction contemplated hereby and shall serve as an exclusive statement of the parties' intent, and incorporates and supersedes all prior and/or contemporaneous negotiations, agreements, arrangements and understandings related to the subject matter hereof.



18. LEAD PAINT DISCLOSURE & SMOKE DETECTOR CERTIFICATION.

Attached hereto are addendums with reference to lead paint disclosure and smoke detector certification, which addendums are incorporated herein by reference.

DATED: July 21, 2013.

BUYER:

Cheryl A. Bishop

CHERYL BISHOP

Address: 16559 Country Club Drive
Burlington, WA 98233

SELLER:

ESTATES OF SANDRA K. BISHOP NOBLET
AND DONALD E. NOBLET

By Nicole Martinson

Print Name: Doug Noblet
Its Co-Personal Representative

Address: c/o Douglas E. Noblet
16542 Country Club Drive
Burlington, WA 98233



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Schedule "A-1"

147157-OE

DESCRIPTION:

PARCEL "A":

Lot 1, Short Plat No. PL08-0286, approved June 3, 2011, recorded June 3, 2011, under Auditor's File No. 201106030058, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 2, Township 34 North, Range 3 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under, across and through the Easterly 20.00 feet, as measured at right angles to the East line and the Northerly projection of the East line of Lot 4, "COUNTRY CLUB ADDITION NO. 3," as per plat recorded in Volume 8 of Plats, page 82, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Lot 4, "COUNTRY CLUB ADDITION NO. 3," as per plat recorded in Volume 8 of Plats, page 82, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Lot 2, Short Plat No. PL08-0286, approved June 3, 2011, recorded June 3, 2011, under Auditor's File No. 201106030058, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 2, Township 34 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.



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**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 July __, 2013, between CHERYL BISHOP, single person, as her separate property ("Buyer") and DOUGLAS E. NOBLET, NICOLE RAE MARTINSON and KORI KAY NOBLET GRANGER, Co-Personal Representatives of the Estates of Sandra K. Bishop Noblet and Donald E. Noblet, deceased ("Seller") concerning Tax Account Nos. 34302-4-003-0004; 3888-000-004-0007; 34302-4-003-0104 (the "Property").

Purchase & Sale Agreement Lead Warning Statement

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

Lease Agreement Lead Warning Statement

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

Cancellation Rights

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

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

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).



- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

- (c) Buyer has received copies of all information listed above.
- (d) Buyer 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 risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Initials:

BUYER: crb Date: 7-21-13

BUYER: _____ Date: _____

SELLER: [Signature]

SELLER: [Signature]

DATE: 7-21-13

DATE: 7-21-13

- ☐ 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.



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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.

Licensee's Acknowledgment

Certificate of Accuracy

Cheryl A. Bishop 7-31-13
Buyer Date

Selling Licensee	Date
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Seller Robert J. Martinson Date 7.21.13
Paul Gray 7.21.13

Listing Agent _____ Date _____



Snohomish County Smoke Detector Certification Addendum

The following is part of the Purchase and Sale Agreement or Rental Agreement dated July 21, 2013, between DOUGLAS E. NOBLET, NICOLE RAE MARTINSON and KORI KAY NOBLET GRANGER, Co-Personal Representatives of the Estates of Sandra K. Bishop Noblet and Donald E. Noblet, deceased ("Seller"), and CHERYL BISHOP, single person, as her separate property ("Buyer"), concerning Tax Account Nos. 34302-4-003-0004; 3888-000-004-0007; and 34302-4-003-0104 (the "Property").

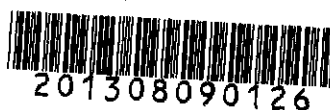
NOTE: Snohomish County Ordinance requires the following certification to be provided by the Seller of "Single Family Residences" or "Licensed Care" occupancies as defined by the Uniform Building Code prior to closing or entering into a rental or lease agreement for a residence. Neither Listing Agent nor Selling Licensee can warrant Seller's certification. The Ordinance provides as follows:

Transfer of Residence 1007.2.9.3.6.

Effective January 27th, 1997, it shall be unlawful for any person to convey fee title, rent or lease any real property, which includes a residence, or transfer possession of any residence pursuant to a land sale contract unless there is a property operating smoke detector in the residence which has been installed in accordance with this section. Prior to the closing of sale or entering into a rental or lease agreement of a residence, it shall be the duty of the owner to certify to the buyer, renter or lessee, in writing, that all smoke detectors required by this section are installed and are in proper working order.

Installation Required 1007.2.9.3.2.

- (1) The smoke detector shall be installed in a manner and location consistent with the manufacturer's instructions. The installation shall include not less than one smoke detector adjacent to the sleeping area which is in operable condition and provides and audible warning that it can be heard in all rooms, including the sleeping area(s), and not less than one smoke detector on each level of the dwelling, including the basement but excluding any crawl space or unfinished attic. Where multiple sleeping areas exist and are widely separated (i.e. on different levels or opposite ends of the residence) or where a single smoke detector will not adequately service all sleeping areas, there shall be additional smoke detectors installed adjacent to each sleeping area.
- (2) Hard-wired smoke detectors shall be installed in all residences built or manufactured after December 31, 1980. In new construction, required smoke detectors shall receive their primary power from the building wiring when such wiring is served from a commercial source and shall be equipped with a battery backup. The detector shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Battery-operated smoke detectors may be utilized in existing residences which were constructed prior to December 31, 1980.



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- (3) No permit for alterations, repairs or additions to an existing residence shall be issued unless the owner certifies that a properly operating smoke detector has been installed in the residence in accordance with this section.

Testing and Maintenance 1007.2.9.3.4.

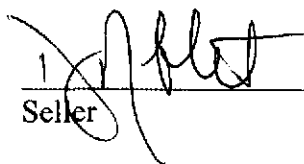
Installation and smoke detection shall be the responsibility of the owner. Maintenance of smoke detection devices, including the replacement of batteries where required for the proper operation of the smoke detection device, shall be the responsibility of the tenant or occupant. It shall be the responsibility of the tenant or occupant to maintain the device as specified by the manufacturer and test the performance of the smoke detector(s) as recommended by the manufacturer at intervals of not less than once a month. If the detector is battery operated, new batteries shall be installed whenever the unit emits a low battery signal or at a minimum of once each year whether or not a low battery signal is present.

Removal or Tampering 1007.2.9.3.5.

It shall be unlawful for any person to remove a properly functioning smoke detector installed in conformance with this section unless it is for the purpose of repair or replacement of the unit. It shall be unlawful for any person to remove batteries, other than for replacement, or in any other way make inoperable or interfere with the effectiveness of a smoke detector installed in conformance with this section.

SELLER/OWNER'S CERTIFICATION:

I certify that smoke detector(s) have been installed in the above referenced Property as required by section 16.04.250 of the Snohomish County Code and that the detector(s) are in proper working order.



Seller

7.21.13

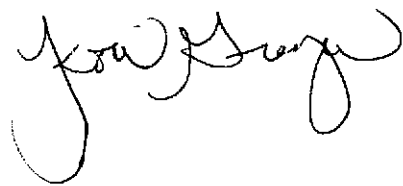
Date



Seller

7-21-13

Date



Seller

7.21.13



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