



201502030098

Skagit County Auditor
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\$78.00

3:35PM

Notice of Intent to Forfeit Per RCW 61.30.070

Seller name: K. Bradford Claypool and Esther Luttikuizen

Seller address and telephone number: P.O. Box 206, Bow, WA 98232; ~~360~~ ²⁰⁶ 7946059.

Description of the contract: Real Estate Contract dated March 2nd, 2012 recorded under Skagit County Auditor's File No. 201203020090 between K. Bradford Claypool and Esther Luttikuizen and Timothy M. Pearson and Diana G. Pearson .

Legal Description of the Property: See attached Exhibit "A".

Lot 3 SP PLCY - 0147 P: 22372

Description of each default under the contract on which the notice is based: No payments made in principal

Contract will be forfeited if all defaults are not cured by 2/5/15 (date not less than ninety days after the notice of intent to forfeit is recorded or any longer period specified in the contract or other agreement with the seller)

The effect of forfeiture:

- (i) All right, title, and interest in the property of the purchaser and, to the extent elected by the seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property shall be terminated;
- (ii) the purchaser's rights under the contract shall be canceled;
- (iii) all sums previously paid under the contract shall belong to and be retained by the seller or other person to whom paid and entitled thereto;
- (iv) all of the purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and
- (v) the purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, and unharvested crops and timber to the seller ten days after the declaration of forfeiture is recorded.

An itemized statement or a reasonable estimate of all payments of money in default and, for defaults not involving the failure to pay money, a statement of the action required to cure the default is attached.

An itemized statement of all other payments, charges, fees, and costs, if any, or, a reasonable estimate thereof, that are or may be required to cure the defaults is attached.

Please Note: Timothy M. Pearson and Diana G. Pearson may have the right to contest the forfeiture, or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the summons and complaint before the declaration of forfeiture is recorded is attached.

Please Note: Timothy M. Pearson and Diana G. Pearson may have the right to request a court to order a public sale of the property; that such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having priority over the seller's interest in the property; that the excess, if any, of the highest bid at the sale over the debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, paid to the purchaser; that the court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court; and that any action to obtain an order for public sale must be commenced by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

Please Note: If the default is not cured before the time for cure has expired, the seller may forfeit the contract by giving and recording a declaration of forfeiture which contains the following:

- (a) The name, address, and telephone number of the seller;
- (b) A description of the contract, including the names of the original parties to the contract, the date of the contract, and the recording number of the contract or memorandum thereof;
- (c) A legal description of the property;
- (d) To the extent applicable, a statement that all the purchaser's rights under the contract are canceled and all right, title, and interest in the property of the purchaser and of all persons claiming an interest in all or any portion of the property through the purchaser or which is otherwise subordinate to the seller's interest in the property are terminated except to the extent otherwise stated in the declaration of forfeiture as to persons or claims named, identified, or described;
- (e) To the extent applicable, a statement that all persons whose rights in the property have been terminated and who are in or come into possession of any



UNRECORDED

portion of the property (including improvements and unharvested crops and timber) are required to surrender such possession to the seller not later than a specified date, which shall not be less than ten days after the declaration of forfeiture is recorded or such longer period provided in the contract or other agreement with the seller;

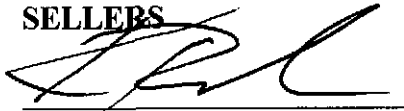
(f) A statement that the forfeiture was conducted in compliance with all requirements of this chapter in all material respects and applicable provisions of the contract;

(g) A statement that the purchaser and any person claiming any interest in the purchaser's rights under the contract or in the property who are given the notice of intent to forfeit and the declaration of forfeiture have the right to commence a court action to set the forfeiture aside by filing and serving the summons and complaint within sixty days after the date the declaration of forfeiture is recorded if the seller did not have the right to forfeit the contract or fails to comply with this chapter in any material respect; and

(h) Any additional information required by the contract or other agreement with the seller.

Dated this 1st of February, 2015

SELLERS



K. Bradford Claypool

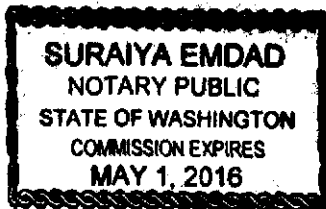


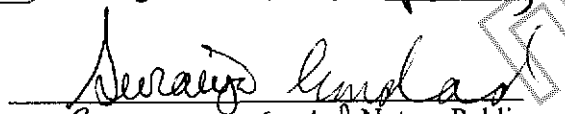
Esther Luttkuizen

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~SKAGIT~~)
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I certify that I know or have satisfactory evidence that, K. Bradford Claypool and Esther Luttkuizen personally appeared before me, and they acknowledged that they signed this instrument and acknowledged it as their free and voluntary act for the uses and purposes mentioned in the instrument

DATED at Bellingham, Washington this 1st day of February, 2015.




Suraiya Emdad Notary Public
My Commission expires: May 1, 2016



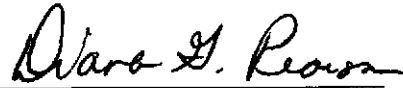
Acknowledgement of Receipt of Notice of Intent to Forfeit Per RCW 61.30.070

The undersigned, Timothy M. Pearson and Diana G. Pearson, hereby acknowledge receipt of the Notice of Intent to Forfeit Per RCW 61.30.070 on the 28th day of ~~January~~ ^{February}, 2015.

BUYERS



Timothy M. Pearson

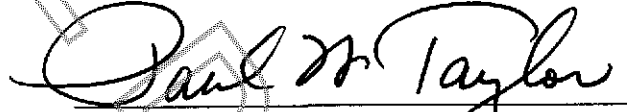
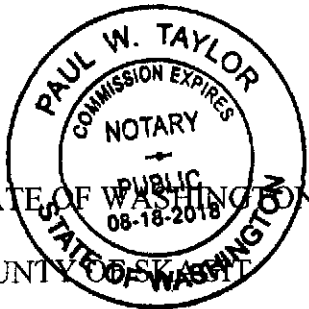


Diana G. Pearson

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that, Timothy M. Pearson personally appeared before me, and that he acknowledged that he signed this instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.


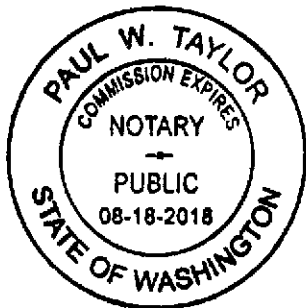
DATED at MOUNT VERNON, Washington this 28th day of ~~January~~ ^{February}, 2015.


Paul W. Taylor, Notary Public
My Commission expires: 8/18/2018

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that, Diana G. Pearson personally appeared before me, and that he acknowledged that he signed this instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED at Mount Vernon, Washington this 28th day of ~~January~~ ^{February}, 2015.


Paul W. Taylor, Notary Public
My Commission expires: 8/18/2018

DESCRIPTION:

Lot 3 of Skagit County Short Plat No. PL04-0147, recorded November 8, 2004, under Auditor's File No. 200411080189, records of Skagit County, Washington; and being a portion of the Northeast ¼ of the Northwest ¼ of Section 35, Township 36 North, Range 2 East, W.M.

Situate in the County of Skagit, State of Washington.



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EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation
Purpose: 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: A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel - generally located within the East 50 feet of the North 650 feet of the Property described therein.
Dated: September 16, 2004
Recorded: September 20, 2004
Auditor's No.: 200409200124

B. DECLARATION AND AGREEMENT FOR ROAD, DRAINAGE, AND UTILITIES MAINTENANCE:

Dated: August 6, 2004
Recorded: November 8, 2004
Auditor's No.: 200411080191
(Copy attached)

C. NOTES SHOWN ON SHORT PLAT:

1. A Skagit County address range has been applied to the road system in this subdivision. At the time of application for building and/or access, Skagit County GIS will assign individual addresses in accordance with the provisions of Skagit County Code 15.24.
2. The Short Plat Number and Date of Approval shall be included in all deeds and contracts.
3. No building permit shall be issued for any residential and/or commercial structures which are not at the time of application, determined to be within an official designated boundary of a Skagit County fire district.
4. All maintenance and construction of roads is the responsibility of the lot owners and shall be in direct relationship to usage of road in accordance with that Declaration and Agreement for Road, Drainage and Utilities Maintenance as recorded under Auditor's File No. 200411080191, records of Skagit County, Washington.
5. In accordance with SCC 14.32 an Engineered Drainage Plan for residential construction upon Lots 2, 3, and 4 of this short subdivision has been prepared by LeGro & Associates and is currently on file with the Skagit County Planning and Permit Center. Any future construction must comply with the requirements of said Engineered Drainage Plan and report as contained therein and/or the county drainage regulations in effect on the date of building permit application.



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EXCEPTIONS CONTINUED:

C. (Continued):

6. The method of sewage disposal shall be by individual septic drainfield systems. The residence upon Lot 1 of this Short Plat is served by an existing conventional septic system. The required soil logs for all Lots of this Short Plat are currently on file with the Skagit County Planning and Permit Center.

7. This subdivision is subject to the effect, if any, of a Survey of said premises recorded February 7, 1997, in Vol. 19 of Surveys, page 58, under Auditor's File No. 9702070001, records of Skagit County, Washington, depicting a 20' wide probable extent of buried septic lines as revealed on SP 51-78 dated 7-14-78.

8. Building offset; SW corner 0.25' (feet) East of P/L (property line); NW corner 0.12' East of P/L, all as measured to exterior wall.

D. EASEMENT SHOWN ON SHORT PLAT:

For: Turnaround
Affects: Northeast corner cul-de-sac



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