



WAIVER OF BUYER'S RIGHTS UNDER Chapter 61.30 RCW

Sellers' Names: K. Bradford Claypool and Esther Luttkuizen

Buyers' Names: Timothy M. Pearson and Diana G. Pearson

Sellers' Address and Telephone Number: P.O. Box 206, Bow, WA 98232; ~~360-~~ ²⁰⁶ 794 6059

Buyers' Address and Telephone Number: 1036 Halloran Road, Bow, WA 98232; 360-941-5981.

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 Luttkuizen and Timothy M. Pearson and Diana G. Pearson ("Contract").

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

Lot 3 SP PLO4-0147 P122372

The undersigned Purchasers acknowledge that the forfeiture was conducted in compliance with all requirements of RCW 61.30 RCW in all material respects and applicable provisions of the contract.

The undersigned Purchasers acknowledge that they were given the Notice of Intent to Forfeit and the Declaration of Forfeiture and understand that they have the following rights under Chapter 61.30 RCW:

1. That the Contract will be forfeited if all defaults are not cured by a date certain which is a 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 or affirmatively waived by buyers. **Buyers herein affirmatively waive the ninety day notice of intent to forfeit requirement.**

2. That they 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 hereby waive said rights and all other rights under **RCW 61.30.070**.

3. That they, and all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property who were given the required notices pursuant to this chapter, shall have no further rights in the contract or the property and no person shall have any right, by statute or otherwise, to redeem the property.

4. That all sums previously paid under the contract by or on behalf of them shall belong to and be retained by the seller or other person to whom paid.

5. That all of their rights in all improvements made to the property and in unharvested crops and timber thereon at the time the declaration of forfeiture is recorded shall be forfeited to the seller.

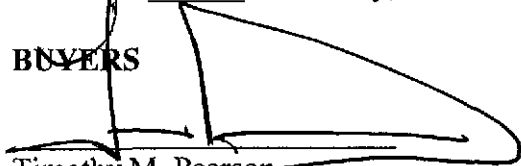
6. That the seller shall be entitled to possession of the property ten days after the declaration of forfeiture is recorded or any longer period provided in the contract or any other agreement with the seller.

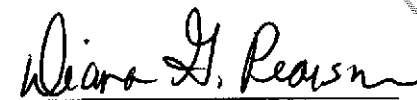
7. That the seller may proceed under chapter 59.12 RCW to obtain such possession and that any person in possession who fails to surrender possession when required shall be liable to the seller for actual damages caused by such failure and for reasonable attorneys' fees and costs of the action.

8. That after the declaration of forfeiture is recorded, the seller shall have no claim against and the purchaser shall not be liable to the seller for any portion of the purchase price unpaid or for any other breach of the purchaser's obligations under the contract, except for damages caused by waste to the property to the extent such waste results in the fair market value of the property on the date the declaration of forfeiture is recorded being less than the unpaid monetary obligations under the contract and all liens or contracts having priority over the seller's interest in the property.

Knowing these rights and any and all rights allowed under **Chapter 61.30 RCW**, the undersigned buyers hereby and forever waive all such rights and further acknowledge that they have had the opportunity to consult with an attorney with respect to this waiver of rights.

Dated this 28th of January, 2015

BUYERS

Timothy M. Pearson


Diana G. Pearson

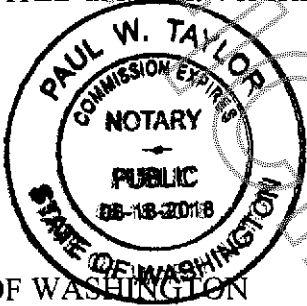


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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

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, 2015.

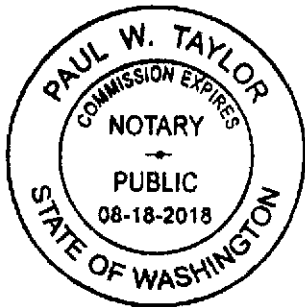


Paul W Taylor
Paul w. Taylor, Notary Public
My Commission expires: 8/18/2018

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 she acknowledged that she signed this instrument and acknowledged it as her free and voluntary act for the uses and purposes mentioned in the instrument.

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



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



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Skagit County Auditor \$77.00
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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:
Affects:

Turnaround
Northeast corner cul-de-sac



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