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09/07/2021 03:48 PM Pages: 1 of 16 Fees: \$218.50
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Attn: Real Estate Services
Department of Transportation
P.O. Box 47338
Olympia, WA 98504-7338

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2021-4125

SEP 07 2021

Amount Paid \$ 0
Skagit Co. Treasurer
By LT Deputy

Document Title: Real Estate Contract
Reference Number of Related Document: N/A
Seller: State of Washington
Purchaser: Larry Bergsma
Legal Description: Ptn. SE 1/4, Sec 5, NW 1/4 NE 1/4 Sec 8, T.36N., R.4E., W.M.
Additional Legal Description is on Pages 1-3 of document
Assessor's Tax Parcel Number: P119261

REAL ESTATE CONTRACT

Sundry Site Plans, Skagit County Pit and Stockpile Sites

THIS CONTRACT, dated this 1st day of September, 2021, is between STATE of WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "Seller," and LARRY BERGSMA, a single man, hereinafter called the "Purchaser."

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described real estate in Skagit County, State of Washington:

The following described TRACT 1, TRACT 2, and TRACT 3, situate in Section 5 and Section 8, Township 36 North, Range 4 East, Willamette Meridian, in Skagit County, Washington.

TRACT 1:

That property acquired by Warranty Deed filed May 31, 1962, in Volume 323, Page 579, under recording number 622213, records of Skagit County, Washington, better described as follows:

All that portion of PARCEL "A" which lies within PARCEL "B", each as hereinafter described:

PARCEL "A":

All that part of the north half of the southeast quarter of Section 5, Township 36 North, Range 4 East, W.M., in Skagit County, Washington; EXCEPT road rights of way.

PARCEL "B":

Commencing at the northwest corner of the northwest quarter of the northeast quarter of Section 8, Township 36 North, Range 4 East, W.M.; thence South 0°38'12" East a distance of 165 feet; thence South 88°13'33" East a distance of 250 feet to the True Point of Beginning; thence North 0°38'12" West a distance of 852.10 feet; thence South 88°31'46" East a distance of 166.6 feet; thence North 0°38'12" West a distance of 1136.63 feet; thence South 88°49'59" East a distance of 896.72 feet; thence South 0°47'44" East a distance of 1141.5 feet; thence North 88°31'46" West a distance of 246.6 feet; thence South 0°47'44" East a distance of 856.5 feet; thence North 88°13'33" West a distance of 822.53 feet, more or less, to the True Point of Beginning.

TRACT 2:

That property appropriated by Judgement and Decree of Appropriation in the Superior Court of the State of Washington in and for Skagit County on August 24, 1962, under case No. 26708, described as follows:

All that part of the north half of the southwest quarter of the southeast quarter of Section 5, Township 36 North, Range 4 East, W.M., in Skagit County, Washington, lying east of a line described as follows:

Begin on the south boundary of the above described subdivision at a point 900 feet westerly from the southeast corner thereof; thence North 00°38'12" West a distance of 686.63 feet to an intersection with the north boundary of said subdivision and the end of this line description.

TRACT 3:

That property acquired by Warranty Deed filed June 17, 1963, in Volume 3310, Page 481, under recording number 637263, records of Skagit County, Washington better describe as follows:

All that portion of PARCEL "C" which lies within PARCEL "D", each as hereinafter described: ALSO the north 30 feet of PARCEL "C" lying easterly of PARCEL "D" and westerly of the right of way line of County Road No. 254 (Old Cain Lake Road).

PARCEL "C":

That part of the south half of the south half of the southeast quarter of Section 5, Township 36 North, Range 4 East, W.M., in Skagit County, Washington, lying west of the county road, and that part of the north quarter of the north half of the northeast quarter of Section 8, Township 36 North, Range 4 East, W.M., said county, lying west of the county road.

PARCEL "D":

Commencing at the northwest corner of the northwest quarter of the northeast quarter of Section 8, Township 36 North, Range 4 East, W.M.; thence South 0°38'12" East a distance of 165 feet; thence South 88°13'33" East a distance of 250 feet to the True Point of Beginning; thence North 0°38'12" West a distance of 852.10 feet; thence South 88°31'46" East a distance of 166.6 feet; thence North 0°38'12" West a distance of 1136.63 feet; thence South 88°49'59" East a distance of 896.72 feet; thence South 0°47'44" East a distance of 1141.5 feet; thence North 88°31'46" West a distance of 246.6 feet; thence South 0°47'44" East a distance of 856.5 feet; thence North 88°13'33" West a distance of 822.53 feet, more or less, to the True Point of Beginning.

Subject to that easement for ingress, egress, and utilities conveyed to Robert J. Parent and Patricia A. Parent, husband and wife recorded September 13, 1989, in Volume 842, Page 98, under recording number 8909130056, records of Skagit County, Washington;

AND

Subject to that easement for ingress and egress conveyed to Joe Zender & Sons, Inc., a Washington corporation recorded April 5, 2010 under recording number 201004050145, records of Skagit County, Washington.

The specific details concerning all of which may be found on sheet 4 of that certain plan entitled Sundry Site Plans, Skagit County Pit and Stockpile Sites now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval September 3, 1958, revised January 5, 2012.

Subject to all existing encumbrances including easements, restrictions, and reservations, if any.

On the following terms and conditions:

The purchase price is TWO HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED EIGHTY AND 00/100 DOLLARS (\$286,380.00), of which TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-EIGHT AND 00/100 DOLLARS (\$28,638.00) has been paid, the receipt thereof is hereby acknowledged, and the Purchaser agrees to pay the balance of said purchase price as follows:

TWO THOUSAND ONE HUNDRED FIFTY-FIVE AND 86/100 DOLLARS (\$2,155.86) or more at the Purchaser's option on or before the 1st day of November, 2021 and TWO THOUSAND

ONE HUNDRED FIFTY-FIVE AND 86/100 DOLLARS (\$2,155.86) or more at the Purchaser's option on or before the 1st day of each succeeding month until the balance of said purchase price shall have been fully paid. The Purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 8% percent per annum from the 1st day of November, 2021, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. All payments to be made hereunder shall be made payable to the "Department of Transportation", and sent to the Department of Transportation Property Management Program Manager, P.O. Box 47339, Olympia, Washington 98504-7339. The Seller will not refinance or renegotiate terms of executed contracts.

Notices or correspondence to be sent to the Seller shall be mailed or delivered to the above address. Notices or correspondence to be sent to the Purchaser shall be mailed or delivered to the Purchaser at the address set forth under the Purchaser's signature on the "signature" page of this contract.

Subject to the requirements of any applicable statute, any notices required or permitted by law or under this contract shall be in writing and shall be personally delivered or sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth hereinabove. Either party may change such address for notice, and the Seller may change the address for payments by designating the same to the other party hereto in the manner hereinabove set forth. All notices which are so addressed and paid for shall be deemed effective when personally delivered or, if mailed, on the date of the deposit thereof in the U.S. mail and irrespective of actual receipt of such notice by the addressee.

There will be a penalty charge of four percent (4%) of the monthly payment or Three and 00/100 Dollars (\$3.00) whichever is the greater amount if the payment is more than fifteen (15) calendar days delinquent. Also, there shall be a charge for any check returned uncollectible, as provided in WAC 468-20-900.

The Purchaser may enter into possession October 1, 2021.

The Purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all monies

received by the Seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the Seller may be required to expend in procuring such monies.

The Seller agrees, upon full compliance by the Purchaser with its agreements herein, to execute and deliver to the Purchaser a Quitclaim Fulfillment Deed to the property, excepting any part which may have been condemned, free of encumbrances except those existing at the date hereof, and any that may accrue hereafter through any person other than the Seller. At the request of the Purchaser and adequate compensation, the Seller will issue one Partial Fulfillment Quitclaim Deed. All expenses related to the appraisal and processing of this conveyance shall be the sole responsibility of the Purchaser.

The Purchaser shall, at its own cost and expense, keep any improvements now or hereafter located on subject land insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" endorsements available in the State of Washington and with such additional coverage or endorsements as the Seller may reasonably require from time to time. The insurance shall be in an amount not less than the greater of (a) the amount of coverage necessary to avoid the insured being treated as a coinsurer, or (b) one hundred fifteen percent (115%) of the then unpaid principal balance of the purchase price for the property. The insurance policy shall expressly include the Seller as a named insured and shall contain a waiver of subrogation clause. In the event of loss or damage to the property, the insurance proceeds shall be promptly used to repair, rebuild, or replace all improvements which have been destroyed or damaged, in accordance with a construction contract and plans and specifications therefor, if acceptable to the Seller or at the Seller's election, if the Purchaser elects not to so repair or reconstruct, the insurance proceeds shall be applied against the unpaid principal balance due and owing. The parties agree to make elections provided for in this Section thirty (30) calendar days following written request to do so. Damage to or destruction of the property or any portion thereof shall not constitute a failure of consideration or provide a basis for rescission of the contract nor shall such circumstances relieve the Purchaser of obligations to pay the remaining installments due hereunder.

Purchaser agrees to pay all assessments that benefit the Premises and/or which may hereafter become a lien on the interest of Purchaser in accordance with RCW 79.44.010. Purchaser also agrees to pay all taxes that may hereafter be levied or imposed upon the interest of Purchaser or by reason of this Real Estate Contract. Purchaser is responsible for and agrees to pay the cost

of utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and taxes that serve the Premises.

Additionally, the Purchaser agrees, throughout the term of this contract and at the Purchaser's sole expense, to keep the property and any improvements thereon continuously insured against claims for personal injury and property damage under a policy or policies of general public liability insurance with limits of at least Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for bodily injury to one or more persons and for property damage. The Seller shall not be liable for any injury to persons or property on the property from any cause whatsoever, and the Purchaser shall defend the Seller and hold the Seller free and harmless from any and all claims arising out of the use and occupancy of the property. The Seller may, not more frequently than at three (3) year intervals, require that the above general public liability coverage be amended in such reasonable amounts as may be specified by the Seller.

All insurance policies referred to hereinabove must be written by an insurer holding a Certificate of Authority issued by the Washington State Insurance Commissioner or procured through a licensed surplus line broker. A copy of each policy, including all endorsements thereto, shall be provided to the Seller when issued. Such policies shall not be cancelable except on thirty (30) calendar days' notice to the Seller.

The Purchaser, its successors, or assigns, will protect, save, and hold harmless the Seller, its authorized agents, and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Purchaser, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this contract.

The Purchaser further agrees to defend the Seller, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of or in connection with acts or activities authorized by this contract, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the property.

The Purchaser represents, warrants, and agrees that it will conduct its activities on and off the property in compliance with all applicable Environmental Laws. As used in this contract, the term "Environmental Laws" means all federal, state, and local environmental laws, rules,

regulations, ordinances, judicial, or administrative decrees, orders, decisions, authorizations, or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

Toxic or hazardous substances shall not be stored on the property without the express written permission of the Seller and under such terms and conditions as may be specified by the Seller. For the purposes of this contract, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. In the event such permission is granted, the use and disposal of such materials must be done in a legal manner by the Purchaser.

The Purchaser agrees to cooperate in any environmental investigations conducted by the Seller's staff or independent third parties where there is evidence of contamination on the said property, or where the Seller is directed to conduct such audit by an agency having jurisdiction. The Purchaser will reimburse the Seller within thirty (30) calendar days of the date of the Seller's invoice for the cost of such investigations, where the need for said investigation is determined to be caused by the Purchaser's operations. The Purchaser will promptly provide the Seller with notice of any inspections of said property, notices of violations, and orders to clean up contamination. The Purchaser will permit the Seller to participate in all settlement or abatement discussions. In the event that the Purchaser fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, the Seller may elect to perform such work, and the Purchaser covenants and agrees to reimburse the Seller for all direct and indirect costs associated with the Seller's work, within thirty (30) calendar days of the date of the Seller's invoice, where those costs are determined to have resulted from the Purchaser's use of the property.

For the purposes of this contract, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil, or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, Ch. 70.105D RCW, et seq., including all amendments and/or revisions to said laws and regulations.

The Purchaser agrees to defend, indemnify, and hold the Seller harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the property, including those that may have migrated from the property through water or soil to other properties, including without limitation, the adjacent Seller's property and which are caused by or result from the authorized activities on the property. The Purchaser further agrees to retain, defend, indemnify, and hold the Seller harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from the property.

The provisions of this Section shall survive the termination or expiration of this contract.

The Purchaser shall not remove any timber, trees, gravel, or other earth materials without written permission from the Seller. The Seller will not act unreasonably in granting permission for removal of trees and other material when necessary for buildings, roads, and proper uses of the land. The market value of the material removed less a reasonable amount for removing and selling costs will be applied on the principal balance of the contract.

Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

The Purchaser shall be in default under this contract if they (a) fail to observe or perform any term, covenant, or condition herein set forth, or (b) fail or neglect to make any payment of principal or interest or any other amount required to be discharged by the Purchaser precisely when obligated to do so, or (c) become or are declared insolvent or make an assignment for the benefit

of creditors, or file any debtor's petition or any petition is filed against the Purchaser under any bankruptcy, wage earner's reorganization or similar act, or (d) permit the property or any part thereof or the Purchasers' interest therein to be attached or in any manner restrained or impounded by process of any court, or (e) abandon the property, if improved, for more than thirty (30) consecutive days (unless the property is otherwise occupied), or (f) convey the property or a portion thereof without any prior written consent required herein of the Seller.

In the event the Purchaser defaults under this contract, the Seller may, at its election, take the following courses of action:

a) Suit for Delinquencies. The Seller may institute suit for any installment amounts or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by the Seller as of said date pursuant to the provisions of this contract, together with interest on all of said amounts at the interest rate of this contract from the date each such amount was advanced or due, as the case may be, to and including the date of collection;

b) Acceleration. Upon giving the Purchaser not less than fifteen (15) calendar days written notice of its intent to do so (within which time any monetary default may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal, interest, insurance premium, tax, or other sum of money required to be paid herein or any failure to obtain any consent of the Seller herein required for a conveyance of the Purchasers' title to the property, or if the Purchaser commits waste on the property, the Seller may declare the entire unpaid balance of the purchase price and all interest then due thereon to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Seller pursuant to the provisions of this contract, and together with interest on all of said sums at the interest rate of this contract from the due date or date of each such advance to and including the date of collection;

c) Forfeiture and Repossession. The Seller may cancel and render void all rights, titles, and interests of the Purchaser and its successors in this contract and in the property (including all of the Purchasers' then existing rights, interest, and estates therein and timber, crops, and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) calendar days thereafter and the Seller records a Declaration

of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract, the Seller may retain all payments made hereunder by the Purchaser and may take possession of the property ten (10) calendar days following the date this contract is forfeited and summarily eject the Purchaser and any person or persons having possession of the property by, through, or under the Purchaser who was properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. If the Purchaser or any person or persons claiming by, through, or under the Purchaser who was properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) calendar days after such forfeiture, the Purchaser, or such person or persons, shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the property, and may recover from the Purchaser or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Seller's reasonable attorneys' fees;

The Purchaser agrees that the Seller may condition the acceptance of any delinquent payments on the payment of an additional sum to cover the reasonable costs of any work on forfeiture proceedings, which may have been undertaken by the Seller and agrees to pay such additional sums.

d) Specific Performance. The Seller may institute suit to specifically enforce any of the Purchasers' covenants hereunder, and the same may include redress by mandatory or prohibitive injunction.

e) Judicial Foreclosure. The Seller may institute suit to foreclose this contract, which suit may include a provision for a deficiency judgment against the Purchaser and its successors or assigns.

The remedies stated herein are cumulative and not mutually exclusive and the Seller or the Purchaser may pursue any other or further remedies to enforce its respective rights under this contract; provided however, except as provided in this contract with respect to the Purchasers' transfer of the property, the Seller shall not have the right to accelerate the remaining balance of the purchase price in the event the Seller elects to forfeit the Purchaser's interest in the property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security or any other person shall be asserted, and the

Purchaser hereby expressly waives any legal or equitable rights that the Purchaser may have with respect to marshaling of assets. The Seller shall not be required to tender its deed or bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or subsequent defaults of the same or a different nature or for breach of any other term, covenant, or condition hereof.

In the event the Seller defaults under this contract and such default continues for fifteen (15) calendar days after the Purchaser gives the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for the Purchasers' damages caused by such default, or pursue any other remedy which may be available to the Purchaser at law or in equity.

If either party to this contract shall fail to timely pay and discharge any payments or sums for which the Purchaser has agreed to be responsible herein, and said failure constitutes a default under this contract, or shall by any other act or neglect violate the terms and any conditions of this contract or of any prior encumbrance, the other party hereto may pay, effect, or discharge such sums as are necessary to cure such default upon giving the party required to make such payments not less than fifteen (15) calendar days' prior written notice (except in any instance in which the Purchaser fails to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to persons or property or any foreclosure of or a similar action against or affecting any portion of the property, in which cases such notice may be given concurrently with or immediately following such payment). The party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including the Purchasers' reasonable attorney's fees and together with interest on said expenditures and fees at the interest rate of this contract from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is effected.

If either party shall be in default under this contract, the defaulting party hereby promises to pay all costs and expenses incurred by the nondefaulting party, including without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorney's fees (with or without arbitration or litigation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. In the event either party hereto institutes any action (including arbitration) to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees that are incurred on appeal. All reimbursements required by this Section shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the interest rate of this contract from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

The Purchaser, on behalf of itself and its heirs, successors, or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW, as to the lands herein described.

The Purchaser shall not have the right to assign this contract without the prior written approval of the Seller. The Seller will not act unreasonably in withholding approval of assignment. The Purchaser will provide the Seller with a current credit report on the proposed assignee, prepared by a licensed credit-reporting agency. A fee of one percent (1%) of the principal balance or Five Hundred and 00/100 Dollars (\$500.00), whichever is greater, at the time of the assignment will be charged. If an assignment of the contract occurs without prior approval of the Seller, this fee will be charged and collected at the time of payoff, or through the forfeiture process, before a Quitclaim Fulfillment Deed is executed.

If the Purchaser's title to the property or any portion thereof is conveyed to any person, the Seller may, at its option (a) following any required notice, declare the entire remaining balance of the purchase price and all accrued and unpaid interest thereon immediately due and payable, or (b) adjust the interest rate on this contract, effective as of the date of the transfer. The Seller may elect one of the said options by written notice to the Purchaser within fifteen (15) calendar days after being advised in writing of the sale and the transferee, and if such election is not made within that period, the above rights for the transaction so described shall be deemed waived. For the purposes of this contract, a "conveyance" of the "purchasers' title" shall include a transfer by real estate

contract, vendee's assignment, deed, forfeiture, foreclosure, sheriff's sale, trustee's sale, deed in lieu of any such involuntary sale, lease with purchase option, or for a term in excess of three (3) years (including extension options), and, if the Purchaser is a corporation or partnership, a voluntary or involuntary transfer or series of transfers of any shares or partnership interests which results in a change of fifty percent (50%) or more of the voting control of such entity (from the composition thereof as of the date of this contract). A "conveyance" of the "purchasers' title" shall not include (i) a lease or other transfer of possession of the property for three (3) years or less without options to purchase the property or any interest therein; (ii) a transfer to a purchasers' spouse or children; (iii) a transfer by devise, descent, or operation of law resulting from the death of any purchaser; (iv) a transfer into an inter vivos trust in which a purchaser is and will remain beneficiary, and which does not relate to a transfer of rights of occupancy in the property; or (v) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or property settlement agreement in which a spouse of any purchaser retains or acquires the property. No transfer of the property or any portion thereof shall release the transferring person from liability on this contract unless such release is expressly acknowledged by the Seller in writing.

In the event any portion of this contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this contract are thereby defeated. The intention of the Seller is to charge the Purchaser a lawful rate of interest, and in the event it is determined by any court of competent jurisdiction that any rate herein provided for exceeds the maximum permitted by law for a transaction of the character evidenced by these presents, the amounts so determined to be above the legal rate shall be applied against the last installments of principal due hereunder or, if such principal has been paid, or otherwise at the discretion of the then holding of this contract, said excess shall be refunded to the Purchaser on demand without interest, and the interest rates specified hereunder shall be reduced to the maximum rate then permitted by law for the type of transaction to which this contract pertains.

The Purchaser shall pay for the cost of all electric, power, gas, sewer, water, telephone, cable television, refuse disposal service, and any and all other utilities furnished to or used or consumed in, on, or about the property by the Purchaser or by any person following the date of this contract, and the Purchaser shall contract for the same solely in the Purchasers' own name. Any such services used prior to the date hereof by any person other than the Purchaser shall be the responsibility of the Seller.

The parties to this contract execute the same solely as a seller and a purchaser. No partnership, joint venture, or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants, and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this contract. Any married person executing this contract hereby pledges his or her separate property and such person's and his or her spouse's marital communities in satisfaction hereof.

Subject to the restrictions contained herein, the rights and obligations of the Seller and the Purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors in trust, and assigns; provided however, no person to whom this contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express, written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract, or any holder of any interest in the property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but except as otherwise required by law, no notices in addition to those provided for in this contract need be given.

This contract shall be governed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the real property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

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. Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Seller and the Purchaser subsequent to the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of their respective signatures, as set forth below.

The Purchaser has read, understands, and agrees to the terms set forth herein.

Executed by the Seller this 1st day of September, 2021.

Executed by the Purchaser at Burlington, Washington, this 13 day of August, 2021.

STATE OF WASHINGTON
DEPARTMENT OF
TRANSPORTATION

Randy J. Johnson
for Randy J. Johnson, Property Management
Program Manager

Larry Bergsma
Purchaser

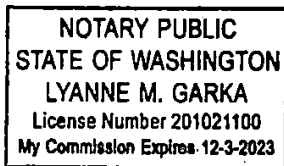
139 RANGER STATION RD
MARBLEMOUNT, WA 98067

Purchaser's Address

STATE OF WASHINGTON)
) : ss
County of SKAGIT)

On this 13th day of Aug, 2021, before me personally appeared LARRY BERGSMAN to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Lyanne M. Garka
Notary (print name) LYANNE M GARKA
Notary Public in and for the State of Washington
Residing at MARYSVILLE, WA
My commission expires 12/03/2023

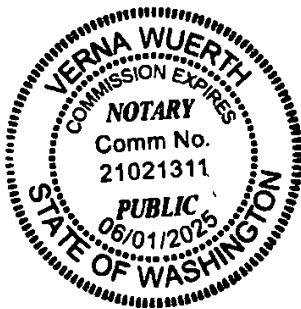
STATE OF WASHINGTON)

) ss

COUNTY OF THURSTON)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 1st day of September, 2021, before me personally appeared Robin Corliss ~~Randy J. Johnson~~, to me known to be the duly appointed Property Management Program Manager, for the Department of Transportation, State of Washington, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



V - W
Notary (print name) Verna Wuerth
Notary Public in and for the State of Washington
Residing at Olympia
My Commission Expires 6/1/25