

PROBATE ADDENDUM

This Addendum is part of the _____ Real Estate Purchase and Sale Agreement (“the Agreement”) dated _____, 2020, between Kathi Marie Tjeerdsma, Personal Representative of the Estate of Ralph E. Bettys (“Seller”), and _____ (“Buyer”), concerning 9334 Padilla Heights Road, Anacortes, Washington 98221, Skagit County Tax Parcel No. 340203-3-001-0008 (P19728) (“the Property”). In the event of any conflict between the printed or written terms of the Agreement and this Addendum, the terms of this Addendum shall control.

1. Seller. All references to Seller in the printed or written agreement are to “Seller” as identified in this Addendum.

2. Buyer’s Acknowledgments. Buyer acknowledges that Seller is a Personal Representative and can make no representations or warranties whatsoever, express or implied, regarding the Property because Seller has insufficient information to make such representations or warranties. Buyer acknowledges that Seller’s disclaimer of warranties and representations in this Addendum was bargained for and that the price which Buyer is paying for the Property reflects the lack of warranties and representations by Seller. Buyer further acknowledges that Buyer had negotiated, by other terms of this Agreement, all inspections and feasibility or other studies which Buyer believes are necessary to determine the condition of the Property, the suitability of the Property for Buyer’s purposes, and the truth of those matters material to Buyer upon which Seller makes no representation or warranty.

3. “As Is” Condition. The Property (including all structures and improvements thereon) is sold “as is” without representation or warranty as to (a) the condition or habitability of the

Property, (b) the presence or absence of asbestos, ureaformaldehyde, or other hazardous or toxic substances on the Property, (c) whether or not the Property complies with applicable housing code provisions, (d) the location of the Property boundaries and the presence or absence of encroachments upon the Property or from the Property upon adjoining Property, (e) whether the Property is served by a public water main, public sewer main or other utilities, (f) lot size or square footage of the Property, (g) whether the Property complies with applicable governmental laws and regulations, including those pertaining to short platting, (h) zoning of the Property, and (i) any other matter relating to the Property.

4. Transfer Disclosure Statement. Buyer acknowledges that as Seller is a Personal Representative of an estate, Seller is not required to provide a Real Property Transfer Disclosure Statement (“Disclosure Statement”) concerning the Property pursuant to RCW Chapter 64.06, and that no Disclosure Statement will be provided to Buyer.

5. Fiduciary’s Deed. Title shall be conveyed by a Fiduciary’s (Bargain and Sale) Deed in the form attached hereto as Exhibit P-1, provided that Closing Agent or Seller’s attorneys are authorized to insert the names of the Grantee(s) and the return address for the recorded original according to Buyer’s instructions and to add or modify the legal description (full and abbreviated) in conformity to the title report obtained in connection with the Agreement.

6. Title Report. The preliminary commitment for title insurance, and the title policy provided to Buyer, shall be issued by Land Title & Escrow under its Title No. 01-179195-O.

7. Mechanical Systems. All plumbing, heating, and electrical systems, and included appliances, are sold in “as is” condition at time of closing.

Seller is not obligated to repair or replace plumbing, heating and electrical systems and included personal property which is presently defective, or prior to closing becomes defective.

DATE: _____
Buyer

DATE: _____
Buyer

DATE: _____
KATHI MARIE TJEERDSMA,
Personal Representative of the Estate of
Ralph E. Bettys, Seller