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FILED  
CLALLAM COUNTY

MAY 13 2016

BARBARA CHRISTENSEN CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF CLALLAM

In re the Guardianship of:  
DAVID E. BRIGGS,  
Alleged Incapacitated Person.

Case No. 15 4 00424 7

PETITION AUTHORIZING SALE OF  
REAL PROPERTY

1. **Relief Sought.** Virginia L. Nelson, the duly appointed guardian of the person and estate of David E. Briggs, moves for an order authorizing her to sell real property owned by David E. Briggs and his wife Sherrill E. Briggs by private sale for \$163,000.00.

2. **Facts.** On April 1, 2016 Virginia L. Nelson was appointed guardian of the person and estate of David E. Briggs. He is 85 years old, physically and mentally incapacitated and resides full time at Sequim Health & Rehabilitation, Sequim, Washington. Mrs. Nelson is also the Attorney in Fact for Sherrill E. Briggs. Mrs. Briggs is 85 years old, also incapacitated and resides full time at Sherwood Assisted Living, Sequim, Washington. Neither can return to their home as each need full time care. They have no children.

1 The personal property in the home was of insignificant value; it was sold for  
2 \$790.41.

3 David and Sherrill Briggs currently have approximately \$12,152.75 in cash.  
4 There is a government bond for \$1000.00 which will be liquidated and added to the  
5 guardianship bank account.  
6

7 The following is their monthly income and expenses:

Name	Income per month	Expenses per month
David	\$693.00 (SSI) \$3,433.00 (Federal Pension)	\$2,466.43
Sherrill	\$575.00 (SSI)	\$4,215.00
Total	\$4,701.00	\$6,681.43

11  
12 **This leaves a short fall of \$1,980.43<sup>i</sup>.**

13 The Briggs' monthly expenses will exhaust their cash reserve, including their  
14 monthly income, by July, 2016. Sherrill will need to relocate to a facility that  
15 accepts Medicaid. She has been on the waiting list to get in at St. Andrew's Place,  
16 Port Angeles, Washington for the last several months. Sequim Health and  
17 Rehabilitation has some Medicaid beds and it is assumed David will stay there.

18 Before the Briggs' qualify for Medicaid they must sell their home and spend  
19 down the funds on their care. The home is located at 81 James Street, Sequim, WA  
20 98382. It generates no rental income. It is taxed assessed valued at \$191,194.00.  
21 However, the house has over ten years of deferred maintenance because the Briggs'  
22 could not care for it due to their disabilities. They also had a large dog in the house.  
23 Maintenance that needs done includes, painting the house, replacing a window with  
24 a broken seal; and replacing countertops that are delaminating.  
25  
26

1  
2 Ms. Nelson had one current market analysis done by a realtor who opined the  
3 home was worth between \$150,000.00 and \$191,000.00. Another realtor orally  
4 told her the house in good shape would sell for \$180,000.00 but felt in its present  
5 condition it would sell for \$150,000.00.

6  
7 Mrs. Nelson received an all cash offer of \$163,000.00 for the home. A true  
8 and correct copy of the purchase and sale agreement with proof of earnest money  
9 payment is attached hereto as exhibit "A." This is a private sale; no real estate  
10 broker was involved. This saved the estate from paying the usual 6% sale's  
11 commission which would have totaled \$9,780.00.

12 This offer represents the true fair market value of the property.

13  
14 3. **Argument.** The Briggs' real property needs to be sold to provide funds  
15 for their continued care and to qualify them for Medicaid. RCW 11.92.090  
16 authorizes the court to approve the sale when it is "for the purpose of paying debts  
17 or for the care, support . . . of the incapacitated person . . . or for any other purpose  
18 which to the court may seem right and proper . . ." All funds from the sale will be  
19 used to pay for the Briggs' care.


20 4. **Basis.** This motion is based upon the records and files herein.

21 5. **Law.**

22 Statute: RCW 11.92.090, RCW 11.92.100, RCW 11.92.110, RCW  
23 11.92.115.

24  
25 6. **Conclusion.** The court should approve the private sale of the Briggs'  
26 home under the terms of the Purchase and Sale Agreement.

1 DATED this 13<sup>th</sup> day of May, 2016.

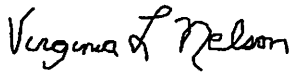
2  
3   
4 W. JEFF DAVIS, WSBA # 12246  
5 Attorney for Virginia Nelson, Guardian for  
6 David E. Briggs

7 **VERIFICATION**

8 1. I am the Petitioner in the above pleading. I have read the foregoing  
9 Petition for Order Authorizing Sale of Real Property, know the contents thereof,  
10 and believe the same to be true.

11 2. I certify under penalty of perjury under the laws of the State of  
12 Washington that the foregoing is true and correct.

13 DATED and signed in Tenino, Washington this 12 day of May, 2016.

14  
15   
16 VIRGINIA NELSON, Petitioner

17  
18  
19  
20 \_\_\_\_\_  
21 There are other incidental charges for personal care products; also the house requires payment of  
22 property taxes and insurance in addition to maintaining basic utilities such as power and water.

1  
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4  
5 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**  
6 **IN AND FOR THE COUNTY OF CLALLAM**

7  
8 In re the Guardianship of:  
9 DAVID E. BRIGGS,  
10 Alleged Incapacitated Person.

**Case No. 15 4 00424 7**  
**GR 17 DECLARATION**  
**REGARDING EMAIL**  
**TRANSMISSION**

11  
12 The undersigned, Mindy Davis, declares and states as follows:

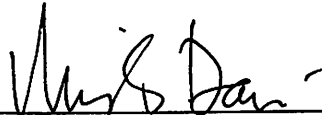
13 1. On the 12<sup>th</sup> day of May, 2016, I received the Petition Authorizing Sale  
14 of Real Property, including the verification page signed by Virginia L. Nelson via  
15 email;

16 2. I have examined the document to which this Declaration is attached,  
17 and it consists of 5 pages including this declaration;

18 3. It is complete and legible;

19 I declare under penalty of perjury under the laws of the State of Washington  
20 that the foregoing is true and correct.  
21

22 SIGNED and DATED this 13<sup>th</sup> day of May, 2016 at Sequim, Washington.

23  
24   
25 \_\_\_\_\_  
MINDY DAVIS, Legal Assistant

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

- Date: May 3, 2016      MLS No.: FSBO      Offer Expiration Date: 05/06/2016
- Buyer: Donald C. Franklin      Debbie A. Franklin      A married couple  
Buyer      Buyer      Status
- Seller: David & Sherrill Briggs      Virginia Nelson(POA)  
Seller      Seller
- Property: Tax Parcel No(s): 0431345003850000      ( Clallam County)  
81 James St      Sequim      Wa      98382  
Address      City      State      Zip  
Legal Description: Attached as Exhibit A.
- Included Items:  stove/range;  refrigerator;  washer;  dryer;  dishwasher;  hot tub;  fireplace insert;  
 wood stove;  satellite dish;  security system;  attached television(s);  attached speaker(s);  microwave;  
 other \_\_\_\_\_
- Purchase Price: \$ 163,000.00      One hundred sixty three thousand and no/100 Dollars
- Earnest Money: \$ 5,000.00       Check;  Note;  Other \_\_\_\_\_ (held by  Selling Firm;  Closing Agent)
- Default: (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
- Title Insurance Company: First American Title Insurance Co.
- Closing Agent:  a qualified closing agent of Buyer's choice;  Clallam Title & Escrow
- Closing Date: 5/17/2016 on/before ; Possession Date:  on Closing;  Other \_\_\_\_\_
- Services of Closing Agent for Payment of Utilities:  Requested (attach NWMLS Form 22K);  Waived
- Charges/Assessments Levied Before but Due After Closing:  assumed by Buyer;  prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA): Seller  is;  is not a foreign person for purposes of U.S. Income taxation
- Agency Disclosure: Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties
- Addenda: 22D(Optional Clauses)      22FSBO(Owner Sale)      22K(Utilities)      22S(Septic Addendum)  
22T(Title Contingency)      34(Addendum)

Donald C Franklin      5-3-16  
Buyer's Signature      Date  
Debbie A Franklin      5/3/16  
Buyer's Signature      Date  
111 James Street  
Buyer's Address  
Sequim, Wa 98382  
City, State, Zip  
360 481 4181  
Phone No.      Fax No.  
franklinway@mac.com  
Buyer's E-mail Address

David & Sherrill Briggs      5-03-2016  
Seller's Signature      Date  
Virginia Nelson POA      5-03-2016  
Seller's Signature      Date  
P.O. Box 1280  
Seller's Address  
tenino, WA 98589-1280  
City, State, Zip  
360-264-8221  
Phone No.      Fax No.  
re.nelson76@gmail.com  
Seller's E-mail Address

Selling Firm      MLS Office No.  
N/A  
Selling Broker (Print)      MLS LAG No.  
  
Phone No.      Firm Fax No.  
N/A  
Selling Firm Document E-mail Address  
N/A  
Selling Broker's E-mail Address  
N/A  
Selling Broker DOL License No.      Selling Firm DOL License No.

Listing Firm      MLS Office No.  
N/A  
Listing Broker (Print)      MLS LAG No.  
  
Phone No.      Firm Fax No.  
N/A  
Listing Firm Document E-mail Address  
N/A  
Listing Broker's E-mail Address  
N/A  
Listing Broker DOL License No.      Listing Firm DOL License No.

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. 1-4
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein. 5-19

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof. 20-36

- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing. 37-43
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. 44-51
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company 52-59

Buyer's Initials:                      Date: 5-3-16
                     Buyer's Initials:                      Date: 5/3/16
                     Seller's Initials:                      Date: 5-03-2016









**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 3, 2016 1  
between Donald C. Franklin Debbie A. Franklin ("Buyer") 2  
Buyer Buyer  
and David and Sherrill Briggs Virginia Nelson (POA) ("Seller") 3  
Seller Seller  
concerning 81 James St. Sequim Wa 98382 (the "Property"). 4  
Address City State Zip

**CHECK IF INCLUDED:** 5

1.  **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6  
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7  
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8  
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9  
encroachments to Buyer's own satisfaction within the inspection contingency period. 10

2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11  
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12  
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13

**Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14  
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15  
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16  
the Homeowner's Policy of Title Insurance. 17

**Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an 18  
ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy 19  
of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, 20  
including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost 21  
of any survey required by the title insurer. 22

3.  **Systems/Appliances.** If a system or appliance (including, but not limited to plumbing, heat, electrical, and all 23  
Included Items) becomes inoperative or malfunctions prior to Closing, Seller shall either repair, or replace the 24  
same with a system or appliance of at least equal quality. Buyer reserves the right to reinspect the Property 25  
within 5 days prior to Closing to verify that Seller has complied with this Paragraph 3. Buyer and Seller 26  
understand and agree that the Listing Broker and Selling Broker shall not be liable for the foregoing or Seller's 27  
breach of this Paragraph 3. 28

4.  **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when 29  
possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or 30  
disposed of as Buyer determines. However, Seller shall clean the interiors of any structures and remove all 31  
trash, debris and rubbish on the Property prior to Buyer taking possession. 32

5.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 33  
 public water main;  public sewer main;  septic tank;  well (specify type) Community Water; 34  
 irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone; 35  
 cable;  electricity;  other \_\_\_\_\_ . 36

6.  **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 37  
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 38  
Buyer the information below in writing as soon as available: 39

WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 40

CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 41

OTHER INSULATION DATA: \_\_\_\_\_ 42

DF 5-3-16 DF 5/3/16 VN 5/03/2016  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**  
*Continued*

7.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale:  propane tank;  security system;  satellite dish and operating equipment;  other \_\_\_\_\_
- Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
8.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including, but not limited to architectural guidelines;
  - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
  - c. Association meeting minutes from the prior two (2) years;
  - d. Association Board of Directors meeting minutes from the prior six (6) months; and
  - e. Association financial statements from the prior two (2) years and current operating budget.
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
9.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): \_\_\_\_\_
10.  **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- a. Home warranty provider: \_\_\_\_\_
  - b. Seller shall pay up to \$ \_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
  - c. Options to be included: \_\_\_\_\_ (none, if not filled in).
  - d. Other: \_\_\_\_\_
11.  **Other.**

DS 5/3/16      DS 5/3/16      KN 5/03/2016

Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date

**FOR SALE BY OWNER ADDENDUM  
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 3, 2016 1  
between Donald C. Franklin Debbie A. Franklin ("Buyer") 2  
Buyer Buyer  
and David & Sherrill Briggs Virginia Nelson (POA) ("Seller") 3  
Seller Seller  
concerning 81 James St. Sequim Wa 98382 (the "Property"). 4  
Address City State Zip

1. **DISTRESSED HOME.** Seller warrants that the Property  is;  is not a "Distressed Home." A "Distressed Home" 5  
(fully defined in RCW 61.34) is a dwelling in a one-to-four family residence, a condominium unit, a residential 6  
cooperative unit, a residential unit in any other type of planned unit development, or a manufactured home, which 7  
has been occupied by the owner as the owner's primary residence within 180 days of mutual acceptance of this 8  
Agreement that is (1) in the process of foreclosure or in danger of foreclosure because (a) Seller has defaulted on 9  
a mortgage; (b) Seller is at least thirty days delinquent on a loan secured by the Property; or (c) Seller believes 10  
that Seller is likely to default on such mortgage or loan within four months due to a lack of funds; or (2) at risk of 11  
loss due to nonpayment of taxes. 12

2. **CLOSING DATE IS NOT WITHIN 20 DAYS OF A FORECLOSURE SALE.** Seller warrants to Buyer that mutual 13  
acceptance of the Agreement and the Closing Date in the Agreement are not within twenty (20) days of an 14  
advertised or docketed foreclosure sale. Seller further warrants that if a foreclosure sale is scheduled within 15  
twenty (20) days of mutual acceptance or the Closing Date, Seller will provide immediate written notice of that fact 16  
to Selling Licensee and Buyer. If Seller provides such notice, Buyer may, in Buyer's sole discretion, elect to 17  
terminate this Agreement within five (5) days of such notice by providing written notice to Seller. In the event 18  
Buyer timely elects to terminate this Agreement, Seller shall reimburse Buyer for all out of pocket expenses 19  
incurred or committed by Buyer in connection to this Agreement, including, without limitation, inspection fees, loan 20  
application fees, and title commitment cancellation fees, and the Earnest Money shall be refunded to Buyer. 21

3. **POSSESSION DATE.** If the Property is a Distressed Home and the Possession Date on page one of the 22  
Agreement is after the Closing Date, notwithstanding the Possession Date on page one, the Possession Date 23  
shall be on the Closing Date, unless otherwise agreed in writing. 24

DF 5-3-16 DF 5/3/16 VM 5/03/2016  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date



**SEPTIC ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 3, 2016 1  
between Donald C. Franklin Debbie A. Franklin ("Buyer") 2  
Buyer Buyer  
and David & Sherrill Briggs Virginia Nelson (POA) ("Seller") 3  
Seller Seller  
concerning 81 James St Sequim Wa 98382 (the "Property"). 4  
Address City State Zip

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON- 5  
SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY, EXCEPT FOR THE PROVISIONS OF A COUNTY 6  
SPECIFIC SEPTIC ADDENDUM. 7

1. **Type of OSS.** The Property is served by: 8
  - Private Septic System 9
  - Shared Septic System 10
2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property 11  
(a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any 12  
applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects. 13
3. **Maintenance Records.** Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving 14  
the Property within 5 days (10 days if not filled in) of mutual acceptance. 15
4. **County or City Inspection Requirements.** Seller shall comply with any local regulations or ordinances that may 16  
require Seller to conduct an inspection of the OSS prior to the sale of the Property. 17
5. **Inspection and Pumping of OSS.** Seller shall have the OSS inspected and, if necessary, pumped by an 18  
OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within 19  
                     days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and, if 20  
necessary, pumped within                      months (12 months if not filled in) of mutual acceptance by an OSS 21  
service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller 22  
shall have no obligation to inspect and pump the system unless otherwise required by Buyer's lender. 23
- Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer 24  
shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and 25  
time of the inspection. 26
6. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's approval of the inspection report from 27  
the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of 28  
the inspection report within                      days (5 days if not filled in) after receipt of the inspection report. If 29  
Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded 30  
to Buyer. 31
7. **Other.** 32

<u>DF</u>	<u>5-3-16</u>	<u>DF</u>	<u>5/3/16</u>	<u>VN</u>	<u>5/03/2016</u>	<u>                    </u>	<u>                    </u>
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

**TITLE CONTINGENCY ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 3, 2016 1  
between Donald C. Franklin Debbie A. Franklin ("Buyer") 2  
Buyer Buyer  
and David & Sherrill Briggs Virginia Nelson (POA) ("Seller") 3  
Seller Seller  
concerning 81 James St Sequim Wa 98382 (the "Property"). 4  
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5  
together with any easements, covenants, conditions and restrictions of record. Buyer shall have 2 6  
days (5 days if not filled in) from  the date of Buyer's receipt of the preliminary commitment for title insurance; 7  
or  mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8  
disapproval of exceptions contained in the preliminary commitment. 9  
Seller shall have \_\_\_\_\_ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10  
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11  
disapproved exceptions. 12  
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13  
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14  
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15  
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17  
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18  
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19  
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21  
as provided for in the Agreement. 22

DH 5-3-16 DL 5/3/16 VLN 5/03/2016  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date



**ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 3, 2016 1  
between Donald C. Franklin Debbie A. Franklin ("Buyer") 2  
Buyer Buyer  
and David & Sherrill Briggs Virginia Nelson (POA) ("Seller") 3  
Seller Seller  
concerning 81 James St. Sequim Wa 98382 (the "Property"). 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Buyer shall pay up to \$2100.00 of Seller's Closing Costs. 6  
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

DJ 5-3-16 DP 5/3/16 VRN 5/03/2016  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

DONALD C. FRANKLIN  
DEBBIE A. FRANKLIN  
111 JAMES ST.  
SEQUIM, WA 98382-9520

U.S. Bank HELOC<sup>SM</sup> 1001

4/20/16

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for ~~Emergency~~ money

Debbie Franklin

81 James Street Sequim