

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated _____, 200____ 1
between _____ ("Buyer") 2
and Rick Burnstead Construction Company ("Seller") 3
concerning _____ ("the Property") 4

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

Purchaser acknowledges their responsibility to the City of Kenmore to ensure the livability of certain trees 6
planted on the lot as part of the Ashton Lane Tree Mitigation plan and Kenmore Municipal Code 18.40, 7
locations shown on attached plan. The Homeowners Association will carry a financial guarantee posted with 8
the City of Kenmore for two years from the planting of the last lot in Ashton Lane but each lot owner, including 9
the Purchaser, is responsible for the health and appearance of each noted mitigation tree(s) planted on their lot. 10
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Purchaser understands that if the City of Kenmore deems replacement is necessary within the two year 13
maintenance period any and all expenses will be the obligation of the Purchaser. Purchaser and Purchaser's 14
successors and assigns shall hold Seller harmless in the event that the Purchaser or Purchaser's successors in 15
interest fail to properly maintain the health and appearance of the mitigation tree(s). The obligations of 16
Purchaser shall be continuous and shall survive the closing. 17
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

AGENT (COMPANY) _____ 42

BY: _____ 43

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 44

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 45