



CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Tracey Dunlap, Deputy City Manager
William Evans, Assistant City Attorney
Chris Dodd, Facilities Services Manager

Date: March 13, 2018

Subject: SURPLUSING AND SALE OF 10634 116TH STREET PROPERTY

RECOMMENDATION:

Council holds a public hearing, declares the City-owned property at 10634 116th Street, Kirkland, WA 98034 surplus, and approves a resolution that authorizes the City Manager to execute all documents necessary to complete the sale.

BACKGROUND DISCUSSION:

McAuliffe Park was created by the City of Kirkland in a series of land acquisitions occurring between 1998 and 2001. Comprised of 11.60 acres, the park features historic structures and offers park visitors a variety of recreation opportunities such as community gardening, picnicking, a playground and forested trails. As part of the park land acquisitions, the City of Kirkland purchased the residential property located at 10634 116th Street, Kirkland, WA, 98034 in 1999 for \$195,000, commonly referred to as the Blair house.

On August 2, 2017 the City Council authorized the City Manager to execute a purchase and sale agreement to purchase two parcels to the north of the park that added 1.29 acres to the park for \$1.672 million. Commonly known as the Richards property, this property greatly enhanced the vision for the park and is in better proximity to main park site than the Blair house. Because the City has acquired the Richards property, it has been deemed by staff that the 10634 116th property is no longer needed to complete the vision for the park.

The City has received many inquiries about the subject property over the years and with a very competitive real estate climate, staff decided it would be prudent to hire a residential real estate professional to introduce the property to as many potential buyers as possible.

On February 3, 2018, the City entered into an exclusive sales listing agreement with Windermere Real Estate Central, Inc. to publicly list the property. The listing encouraged potential purchasers to view the property as a development opportunity as the current dwelling on the property has little to no value.

The property was publicly listing in February of 2018, with a call for offers on February 19, 2018. Four offers were received with offer prices varying from \$750K to \$1.3 million. Purchase price was only one of the important proposed terms that varied greatly, including:

- Short plat approval (including ability to create 3 lots)
- Earnest money
- Feasibility period
- Closing date
- Financing

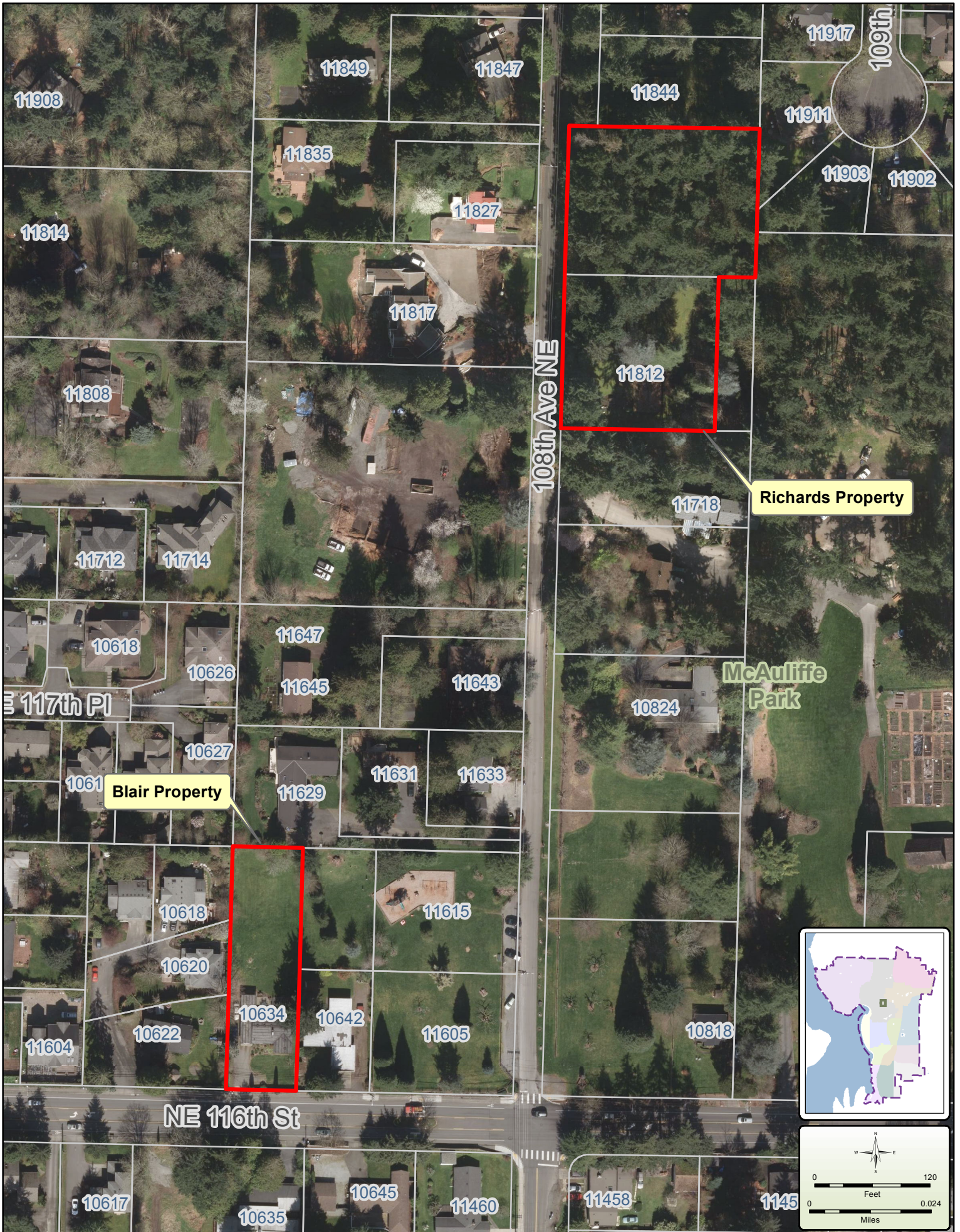
By way of example, proposed closing periods ranged from 60 days to 2 years.

After evaluating the offers with Windermere, the offer submitted by Bob Nehring was deemed to be the strongest offer and terms: \$920,000, no financing contingencies, \$18,000 in earnest money, no short plan contingency (rather a boundary line adjustment will be sought prior to closing which will expedite the transaction), and a closing date of June 8, 2018. The preliminary purchase and sale agreement is included as Exhibit A to the enclosed resolution. The purchase and sale agreement might change slightly but staff is seeking approval as long as the final agreement is "substantially similar" to the attached document.

The proceeds from the sale will be used to reimburse \$600,000 used from the REET 1 account to purchase the Richards property north of McAuliffe Park. The City Manager is recommending that that the remainder of the net proceeds be used toward the purchase of the Office Max building for the Parks Maintenance Center. This amount is estimated at \$260,000 (\$320,000 less the 6% broker commission and estimated closing costs on \$920,000).

ATTACHMENTS

Attachment 1 is aerial of the subject property and the draft purchase and sale agreement is included as Exhibit A to the resolution.



RESOLUTION R-5306

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND DECLARING THE PROPERTY AT 10634 NE 116TH STREET, KIRKLAND, WASHINGTON TO BE SURPLUS TO THE NEEDS OF THE CITY AND AUTHORIZING THE CITY MANAGER TO SIGN THE ATTACHED PURCHASE AND SALE AGREEMENT TO SELL THAT PROPERTY.

1 WHEREAS, the City purchased the property located at 10634 NE
2 116th Street ("Blair House") in 1999 for the purpose of expanding the
3 park located adjacent to Blair House; and
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5 WHEREAS, subsequent to that purchase the City bought the
6 McAuliffe property in 2001 and the Richards property on August 2, 2017,
7 which provided the desired park expansion area without needing Blair
8 House; and
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10 WHEREAS, \$600,000 from the sale of the Blair House was
11 assumed as part of the financing of the purchase of the Richards
12 property; and
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14 WHEREAS, the City Council thus finds that Blair House is not
15 needed for current or future City purposes and is therefore surplus to
16 its needs.
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18 NOW, THEREFORE, be it resolved by the City Council of the City
19 of Kirkland as follows:
20

21 Section 1. Ownership of the Blair House is declared surplus to
22 the needs of the City.
23

24 Section 2. The City Manager is hereby authorized and directed
25 to execute on behalf of the City of Kirkland a Purchase and Sale
26 Agreement substantially similar to the attached Exhibit A for the purpose
27 of selling Blair House.
28

29 Passed by majority vote of the Kirkland City Council in open
30 meeting this ____ day of _____, 2018.
31

32 Signed in authentication thereof this ____ day of _____,
33 2018.

Amy Walen, Mayor

Attest:

Kathi Anderson, City Clerk

Form 25
Vacant Land Purchase & Sale
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VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. Date: February 26, 2018 MLS No.: 1240989 Offer Expiration Date: 3/9/2018
2. Buyer: Bob Nehring and or assigns Unmarried persons
Buyer Buyer Status
3. Seller: City of Kirkland
Seller Seller
4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 3126700017
10634 NE 116th Street Kirkland King WA 98034
Address City County State Zip
5. Purchase Price: \$ 920,000.00 Nine Hundred Twenty Thousand Dollars
6. Earnest Money: \$ 18,000.00 Check; Note; Other _____ (held by Selling Firm; Closing Agent)
7. Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
8. Title Insurance Company: Chicago Title & W Title
9. Closing Agent: Chicago Title and Escrow Kat Kirby
Company Individual (optional)
10. Closing Date: 6/8/2018 ; Possession Date: on Closing; Other _____
11. Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived
12. Charges/Assessments Levied Before but Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing
13. Seller Citizenship (FIRPTA): Seller is; is not a foreign person for purposes of U.S. income taxation
14. Subdivision: The Property: must be subdivided before 09/07/2018 ; is not required to be subdivided
15. Feasibility Contingency Expiration Date: 45³⁰ days after mutual acceptance; Other _____
16. Agency Disclosure: Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
17. Addenda: 22D(Optional Clauses) 22E(FIRPTA Cert.) 22J(Lead Disclosure) 22K(Utilities)
~~22M(Promissory Note)~~ 22T(Title Contingency) 35F(Feasibility) 22k(utilities)
22EF(Evidence of Funds) 34(General AS IS)

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Authentic Sign: <u>02/26/2018</u> <u>Bob Nehring and or assigns</u> Buyer's Signature Date	Seller's Signature Date
Buyer's Signature Date	Seller's Signature Date
Buyer's Address	Seller's Address
City, State, Zip	City, State, Zip <u>(425) 587-3931</u>
Phone No. Fax No.	Phone No. Fax No.
<u>bob.sdeng@gmail.com</u> Buyer's E-mail Address	Seller's E-mail Address
<u>Realty One Group Preview</u> <u>3336</u> Selling Firm MLS Office No.	<u>Windermere Real Estate Central</u> <u>5580</u> Listing Firm MLS Office No.
<u>Shannon Leidholm</u> <u>97813</u> Selling Broker (Print) MLS LAG No.	<u>Barbara Connolly</u> <u>31586</u> Listing Broker (Print) MLS LAG No.
<u>(425) 488-6000</u> <u>(425) 330-7110</u> <u>(425) 487-1710</u> Firm Phone No. Broker Phone No. Firm Fax No.	<u>(425) 823-4600</u> <u>(425) 765-0783</u> <u>(425) 820-6318</u> Firm Phone No. Broker Phone No. Firm Fax No.
<u>bothell@rognow.com</u> Selling Firm Document E-mail Address	<u>kirklanddocs@windermere.com</u> Listing Firm Document E-mail Address
<u>sleidholm1@gmail.com</u> Selling Broker's E-mail Address	<u>bjconnolly@windermere.com</u> Listing Broker's E-mail Address
<u>114619</u> <u>24296</u> Selling Broker DOL License No. Selling Firm DOL License No.	<u>17788</u> <u>89645</u> Listing Broker DOL License No. Listing Firm DOL License No.

**VACANT LAND 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
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- 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
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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
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- c. **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. If the Property has been short platted, the Short Plat number is in the Legal Description. 37
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- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance 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. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 45
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- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the 57
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BN 02/26/2018
 Buyer's Initials Date

 Buyer's Initials Date

 Seller's Initials Date

 Seller's Initials Date

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county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

g. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

h. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.

i. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

j. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the

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

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Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

- i. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
 - i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- q. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- t. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to

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02/26/2018

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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GENERAL TERMS**

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court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries 174
under this Agreement. 175

u. Feasibility Contingency. It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date 176
identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the 177
future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, 178
Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in 179
which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums 180
applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or 181
restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, 182
wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or 183
impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building 184
permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. 185
Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time 186
during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer 187
may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 188
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be 189
responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does 190
not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 191
15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If 192
Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid 193
costs. 194

Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's 195
intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. 196

v. Subdivision. If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the 197
Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the 198
date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and 199
the Earnest Money shall be refunded to Buyer. 200

w. Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided 201
from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice 202
identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under 203
this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 204

x. Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 205
and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 206
The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 207
under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 208
related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 209
addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 210
building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 211
lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 212
defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the 213
expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to 214
inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective 215
materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful 216
inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is 217
advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, 218
earthquake, landslide, and other available coverage. Brokers may assist the parties with locating and selecting third 219
party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the 220
services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding 221
third-party service providers. 222

BN

02/26/2018

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 22D
Optional Clauses Addendum
Rev. 2/17
Page 1 of 2

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

The following is part of the Purchase and Sale Agreement dated February 26, 2018 1
between Bob Nehring and or assigns ("Buyer") 2
Buyer Buyer
and City of Kirkland ("Seller") 3
Seller Seller
concerning 10634 NE 116th Street Kirkland WA 98034 (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 concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6-10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
 - Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17
 - Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24
4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property prior to the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27
5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
 - public water main; public sewer main; septic tank; well (specify type) _____; 29
 - irrigation water (specify provider) _____; natural gas; telephone; 30
 - cable; electricity; other _____ . 31
6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 32-34
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 35
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36
 - OTHER INSULATION DATA: _____ 37
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 _____ . 38-40

BN

02/26/2018

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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

Continued

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. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in).

- 10. **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):

- 11. **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: _____

- 12. **Other.**

BN

02/26/2018

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 35F
Feasibility Contingency Addendum
Rev. 7/10
Page 1 of 1

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FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated February 26, 2018 1
between Bob Nehring and or assigns ("Buyer") 2
Buyer Buyer
and City of Kirkland ("Seller") 3
Seller Seller
concerning 10634 NE 116th Street Kirkland WA 98034 (the "Property"). 4
Address City State Zip

Feasibility Contingency. Buyer shall verify within 45 days (10 days if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED. If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

[BN] 03/13/2018

[BN] 02/26/2018

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

Form 22T
Title Contingency Addendum
Rev. 7/15
Page 1 of 1

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

The following is part of the Purchase and Sale Agreement dated February 26, 2018 1
between Bob Nehring and or assigns ("Buyer") 2
Buyer Buyer
and City of Kirkland ("Seller") 3
Seller Seller
concerning 10634 NE 116th Street Kirkland WA 98034 (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 5 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 5 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

BN

02/26/2018

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated February 26, 2018 1

between Bob Nehring and or assigns ("Buyer") 2
Buyer Buyer

and City of Kirkland ("Seller") 3
Seller Seller

concerning 10634 NE 116th Street Kirkland WA 98034 (the "Property"). 4
Address City State Zip

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

- 1) If the property is approved for a 2 lot short plat the price will be \$920,000. Should the property 6
 successfully approve for 7
 a functional 3 lot short plat, agreeable to the buyer the sale price will increase to \$1,300,000. 8
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- 2) Closing date of (06/08/2017) contingent upon buyer approved preliminary short plat. 10
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[BN] 03/13/2018

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

[BN] 02/26/2018

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

Form 22K
Identification of Utilities Addendum
Rev. 5/14
Page 1 of 1

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**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 26, 2018 1
between Bob Nehring and or assigns ("Buyer") 2
Buyer Buyer
and City of Kirkland ("Seller") 3
Seller Seller
concerning 10634 NE 116th Street Kirkland WA 98034 (the "Property"). 4
Address City State Zip

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT: 8

Name _____ 9

Address _____ 10

City, State, Zip _____ Fax. No. _____ 11

SEWER DISTRICT: 12

Name _____ 13

Address _____ 14

City, State, Zip _____ Fax. No. _____ 15

IRRIGATION DISTRICT: 16

Name _____ 17

Address _____ 18

City, State, Zip _____ Fax. No. _____ 19

GARBAGE: 20

Name _____ 21

Address _____ 22

City, State, Zip _____ Fax. No. _____ 23

ELECTRICITY: 24

Name _____ 25

Address _____ 26

City, State, Zip _____ Fax. No. _____ 27

GAS: 28

Name _____ 29

Address _____ 30

City, State, Zip _____ Fax. No. _____ 31

SPECIAL DISTRICT(S): 32

(local improvement districts or 33

utility local improvement districts) 34

Name _____ 35

Address _____ 36

City, State, Zip _____ Fax. No. _____

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29
within 5 days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30
Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 31
and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and 32
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

BN 03/13/2018

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

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated February 26, 2018 1
between Bob Nehring and or assigns ("Buyer") 2
Buyer Buyer
and City of Kirkland ("Seller") 3
Seller Seller
concerning 10634 NE 116th Street Kirkland WA 98034 (the "Property"). 4
Address City State Zip

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

The existing structure on the property is sold "as-is" No repairs to be made by the seller. 6
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

	<u>03/13/2018</u>	_____	_____	_____	_____	_____	_____
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

Form 22EF
Evidence of Funds Addendum
Rev. 2/17
Page 1 of 1

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**EVIDENCE OF FUNDS ADDENDUM
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 26, 2018 1
between Bob Nehring and or assigns ("Buyer") 2
Buyer Buyer
and City of Kirkland ("Seller") 3
Seller Seller
concerning 10634 NE 116th Street Kirkland WA 98034 (the "Property"). 4
Address City State Zip

1. DEFINITIONS. 5

- a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has sufficient cash or cash equivalent in United States funds. 6 7
- b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 8 9 10
- c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of other property or stock, retirement funds, foreign funds, a gift, or future earnings. 11 12 13

2. **EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within _____ days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 14 15 16 17 18 19 20 21

3. **DISCLOSURE OF SOURCES OF CONTINGENT FUNDS.** Buyer is relying on the following Contingent Funds for the Purchase Price: 22 23

- Sale of the following owned by Buyer: _____ 24
- Gift of \$ _____ from _____ 25
- Funds not readily convertible to liquid United States funds (describe): _____ 26

_____ 27

Other (describe): Private investor 28

Buyer shall provide Evidence to Seller 10 days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 29 30 31 32 33 34

4. **BUYER DEFAULT.** If Buyer fails to timely close because the Contingent Funds identified in Paragraph 3 are not available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement. 35 36 37



03/13/2018

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



REALTY ONE GROUP

ADDENDUM TO PURCHASE AND SALE AGREEMENT

The Following is part of the purchase and sale agreement dated February 26, 2018.
Between Bob Nehring and or assigns ("Buyer")
And City of Kirkland ("Seller")
Concerning 10634 NE 116th Street Kirkland WA 98034 ("The Property")

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

1. NOTICE TO BUYERS AND SELLERS: Realty One Group and its agents ("ROG" herein) are not licensed to practice law nor to provide legal or tax advice. Buyer and Seller acknowledge they have not relied on any opinions, statements, or representations made by ROG regarding the tax or legal consequences of this transaction, the specific terms and provisions of any promissory note, deed of trust or contract, the property's condition, location, zoning or development possibilities, surrounding noise, view, other environmental concerns or qualities or any other information or data concerning the property and its systems. Buyer and Seller agree to verify all matters [BN] material to them to their own satisfaction and to rely solely upon their independent inspection, testing and analysis. [BN] (buyer initials) [BN] (seller initials)

2. RECOMMENDATIONS AND REFERRALS: ROG may assist Buyer or Seller with locating, selecting, or scheduling service providers, such as home inspectors, contractors and lenders. ROG cannot guarantee, ensure or be responsible for the quality or performance of the services or to the financial [BN] responsibility of third parties. Other vendors are available, and the price and quality of such services is competitive. Buyers [BN] and Sellers agree to exercise their own judgment regarding such service providers, escrow agencies and mortgage brokers. [BN] (buyer initials) [BN] (seller initials)

3. HOME WARRANTY: Seller and Buyer have been advised that there are commercially available Homeowner Warranty Plans that insure many of the structural and mechanical components of the property.
 A Home Warranty is included in the sale. Warranty is to be ordered through Home Warranty of America or _____ at the time of closing and is not to exceed \$_____. Optional coverage is available at an additional cost. Escrow is instructed to obtain payment from the appropriate party prior to closing this transaction.
 A Home Warranty is not included in the sale.

4. DATE OF CLOSING: If for any reason [BN] this transaction should fail to close within the designated time, Buyer and Seller agree to extend closing date up to 10 days. [BN] (buyer initials) [BN] (seller initials)

5. SELLER DISCLOSURE STATEMENT: The Seller Disclosure Statement (SDS) is information shared by the Seller with Buyer and is not part of this Purchase and Sale Agreement. Buyer and Seller acknowledge that ROG has played no role nor provided any information in the preparation of the SDS.
 Has been provided to the Buyer.
 Is to be provided to the Buyer within ___ days. (5 business days if not filled in) of mutual acceptance.
 Is not available. Buyer waives right to receive Seller's (SDS)
 Is not required (exempt transaction under RCW 64.06). Whether an SDS is being provided the Buyer, Seller acknowledges Seller's obligation to provide full disclosure of all material facts concerning the property.

6. ENTIRE AGREEMENT: Buyer and Seller agree that this Addendum supersedes, where inconsistent, conflicting or uncertain, any other provision of the Purchase and Sale Agreement and any other addenda to the Agreement. In all other respects, the Agreement and Addenda thereto are ratified. Buyer and Seller acknowledge that ROG is not and shall not be responsible for any representations, promises, understandings or agreements not contained in this Addendum and to which ROG is expressly made a party. Furthermore, that this Addendum and the Agreement are intended to fully incorporate all prior negotiations, discussions, understandings and promises whether between or involving Buyer, Seller, ROG or any other party or parties hereto.

Buyer: Bob Nehring and or assigns Seller: _____
Date: 02/26/2018 Date: _____
Buyer: _____ Seller: _____
Date: _____ Date: _____



19981115000110
PAGE 001 OF 002
11/15/1998 08:17
KING COUNTY, WA

RETURN TO:
CITY OF KIRKLAND
123 FIFTH AVENUE
KIRKLAND, WA 98033

E1721422
11/15/1998 08:16
KING COUNTY, WA
TAX \$2.00
SALE \$6.00

PAGE 001 OF 001

STATUTORY WARRANTY DEED

CTI
SS9577-4



PACIFIC NORTHWEST TITLE COMPANY

1999 111 5000110

Reference # (if applicable)	_____
Additional on Page:	_____
Grantor(s):	<u>JAMES D. BLAIR, JR.</u> <u>MARLENE M. BLAIR</u>
Additional on Page:	_____
Grantee(s):	<u>CITY OF KIRKLAND</u>
Additional on Page:	_____
Legal Description:	<u>PTN TRACT 1, HARRIS JUANITA ACRES</u> <u>VOL. 20, PG. 59</u>
Additional on Page:	_____
Assessor's Tax Parcel ID#	<u>312670-0017-09</u>

THE GRANTOR JAMES D. BLAIR, JR. AND MARLENE M. BLAIR, HUSBAND AND WIFE

for and in consideration of ONE HUNDRED NINETY FIVE THOUSAND DOLLARS (\$195,000.00) in hand paid, conveys and warrants to CITY OF KIRKLAND, A MUNICIPAL CORPORATION

the following described real estate, situated in the County of KING, State of Washington: THE WEST 73.00 FEET OF THE WEST HALF OF THE EAST HALF OF TRACT 1, HARRIS, JUANITA ACRES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 59, IN KING COUNTY, WASHINGTON.

SUBJECT TO: "THIS DEED IS GIVEN UNDER THE THREAT OF AND IN LIEU OF CONDEMNATION"

Dated: 11/02/99

James D. Blair, Jr.
JAMES D. BLAIR, JR.

Marlene M. Blair
MARLENE M. BLAIR

Joan M. Blair
2/3/18

[BN] 02/26/2018

NOTARY PAGE

STATE OF WASHINGTON)
) ss.
County of King)

I hereby certify that I know or have satisfactory evidence that James D. Blaine
and Marlene M. Blaine
is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 2, 1999

Susan Hanley
Notary Public in and for the State of Washington

Susan Hanley
Printed Name

Residing at Kirkland
My appointment expires 8-9-02



1999 111 5000110

STATE OF WASHINGTON)
) ss.
County of _____)

I hereby certify that I know or have satisfactory evidence that _____
is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, on oath stated that _____
authorized to execute the instrument and acknowledge it as the _____
of _____ to be the free and voluntary
act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington

Printed Name

Residing at _____
My appointment expires _____

Mary Dunlap
2/3/18

[BN] 02/26/2018

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
Page 1 of 2

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**
Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer" and/or "Lessee") 2
Buyer and/or Lessee Buyer and/or Lessee
and _____ ("Seller" and/or "Lessor") 3
Seller and/or Lessor Seller and/or Lessor
concerning 10634 NE 116th Street Kirkland WA 98034 (the "Property"). 4
Address City State Zip

Purchase & Sale Agreement Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6-14

Lease Agreement Lead Warning Statement 15

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 16-20

Cancellation Rights 21

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement. 22-24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 25

Seller's/Lessor's Disclosure 26

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 27
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 28
 - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 29
- (b) Records and reports available to the Seller/Lessor (check one below): 30
 - Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 31-32
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 34-35

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate. 37-38

Tracy Dunlap 2/3/18 _____ 39
Seller/Lessor Date Seller/Lessor Date
BN 02/26/2018
Buyer/Lessee Initials Date Buyer/Lessee Initials Date Seller/Lessor Initials Date Seller/Lessor Initials Date

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
Page 2 of 2

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**
Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

- (c) Buyer/Lessee has received copies of all information listed above. 40 41
- (d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 42
- (e) Buyer has (check one below only if Purchase and Sale Agreement): 43
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 44 45
 - Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 46 47
 - This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 48 49 50 51
 - This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 52 53 54 55 56
 - The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied.
 - If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions.
 - Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s).

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate.

<i>Del. Nothing and ex assigns</i>	02/26/2018	_____	_____
Buyer/Lessee	Date	Buyer/Lessee	Date

Brokers' Acknowledgment

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance.

<i>Shannon Leidholm</i>	02/26/2018	<i>Pat Cully</i>	2/2/18
Listing Broker	Date	Listing Broker	Date

<i>BN</i>	02/26/2018	_____	_____	_____	_____
Buyer/Lessee Initials	Date	Buyer/Lessee Initials	Date	Seller/Lessor Initials	Date

ADVERTISEMENT

View Search	Property Tax Rate	Map & Images	County of Origin	Area (Acres)	2018 County Data
-------------	-------------------	--------------	------------------	--------------	------------------

PARCEL DATA

Parcel	312670-0017	Jurisdiction	KIRKLAND
Name	KIRKLAND CITY OF	Levy Code	1701
Site Address	10634 NE 116TH ST 98034	Property Type	IR
Residential Area	D73-004 (NW Appraisal District)	Plat Block / Building Number	
Property Name		Plat Lot / Unit Number	1
		Quarter-Section-Township-Range	SW-28-26-5

Legal Description
HARRIS JUANITA ACRES ADD W 73 FT OF W 1/2 OF E 1/2
Plat Block:
Plat Lot: 1

LAND DATA

Highest & Best Use As If Vacant	SINGLE FAMILY	Percentage Unusable	0
Highest & Best Use As Improved	PRESENT USE	Unbuildable	NO
Present Use	Single Family (Res Use/Zone)	Restrictive Size Shape	NO
Land Sq Ft	16,836	Zoning	P
Acres	0.43	Water	WATER DISTRICT
		Sewer/Septic	PUBLIC
		Road Access	PUBLIC
		Parking	
		Street Surface	PAVED

Views

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

Waterfront

Waterfront Location	
Waterfront Footage	0
Lot Depth Factor	0
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Floor Quality	NO
Proximity Influence	NO

Designations

Historic Site	
Current Use	(none)
Atty Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO
Deed Restrictions	NO
Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Nuisances

Topography	
Traffic Noise	HIGH
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems

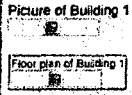
Water Problems	NO
Transportation Concurrence	NO
Other Problems	NO

Environmental

Environmental	NO
---------------	----

BUILDING

Building Number	1
Year Built	1856
Year Renovated	0
Stories	1
Living Units	1
Grade	7 Average
Grade Variant	0
Condition	Average
Basement Grade	
1st Floor	1,120
1/2 Floor	0
2nd Floor	0
Upper Floor	0
Finished Basement	0
Total Finished Area	1,120
Total Basement	0
Basement Garage	0
Unfinished 1/2	0
Unfinished Full	0
AGLA	1,120
Attached Garage	1260
Bedrooms	3



Reference Links:

- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue \(External link\)](#)
- [Washington State Board of Tax Appeals \(External link\)](#)
- [Board of Appeals/Equalization](#)
- [Districts](#)
- [Report](#)
- [iMap](#)
- [Recorder's Office](#)
- [Scanned images of surveys and other map documents](#)
- [Scanned images of plats](#)

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Full Baths	1
3/4 Baths	0
1/2 Baths	0
Heat Source	Electricity
Heat System	Elec BS
Deck Area SqFt	0
Open Porch SqFt	0
Enclosed Porch SqFt	0
Brick/Stone	0
Fireplace Single Story	1
Fireplace Multi Story	0
Fireplace Free Standing	0
Fireplace Additional	0
AddlCost	0
Obsolescence	0
Net Condition	0
Percentage Complete	0
Daylight Basement	
View Utilization	

Accessory Of Building
Number: 1

Accessory Type	Picture	Description	SqFt	Grade	Est Year	%	Value	Date Valued
PRK CARPORT			230		1955			

TAX ROLL HISTORY

This is a government owned parcel.
Change to state law (RCW 84.40.045 and 84.40.175) by the 2013 Legislature eliminated revaluation of government owned parcels.

SALES HISTORY

Encise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
1221922	19991115000110	11/2/1999	\$0.00	BLAIR JAMES D JR+MARLENE M	KIRKLAND CITY OF	Statutory Warranty Deed	Other

REVIEW HISTORY

PERMIT HISTORY

HOME IMPROVEMENT EXEMPTION

View Search | View Item | Add Item | Add Item | Add Item | Add Item | Add Item | Add Item | Add Item | Add Item

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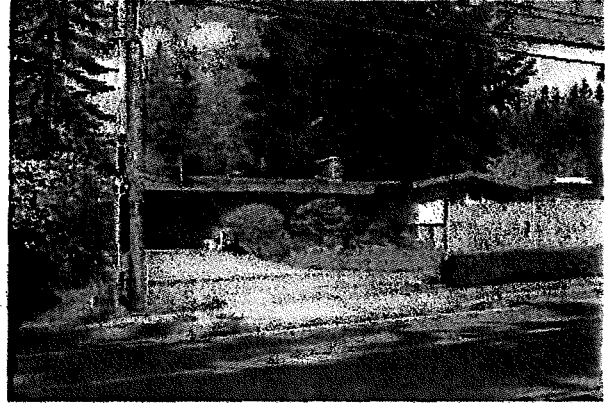
King County Parcel Information



Customer Service Dept 1-855-298-4853 | CWService@CWTitle.net

Parcel Information

Parcel #: **3126700017**
 Site Address: 10634 NE 116th St
 Kirkland WA 98034
 Owner: Kirkland City Of
 123 Fifth Ave
 Kirkland WA 98033
 Twn/Range/Section: T: 26N R: 05E S: 29 Q: SW
 Parcel Size: 0.4324 Acres (18,834 Sq Ft)
 Plat/Subdivision: Harris Juanita Acres Add
 Plat Volume/Page: 20/ 59
 Lot: 1 Block:
 Document #: 19991115000110
 Census Tract/Block: 022006/2010
 Waterfront Access: No
 Levy Code: 1701
 Levy Rate: 9.4837 (2017)
 Total Land Value: \$0
 Total Impr Value: \$0
 Total Value: \$0
 Taxable Value: \$0



Tax Information

Tax Year	Annual Tax
2017	\$234.72
2016	\$230.33
2015	\$221.95

Tax Exemption: EX - Exempt

Legal

Lot: 1 Desc: HARRIS JUANITA ACRES ADD W 73 FT OF W 1/2 OF E 1/2

Land

Land Use: 2 - Single Family(Res Use/Zone)
 Zoning: Kirkland-P - Park/Public Use
 Watershed: 1711001204 - Lower Sammamish River

School District: Lake Washington
 View:
 Neighborhood: 73-4

Map Grid: 506-E7
 Water: PUBLIC
 Sewer: PUBLIC

Improvement

Year Built: 1955 (1955 eff.)
 Stories: 1
 Full Baths: 1
 Fin Sq Ft: 1,120
 Buildings: 1
 Garage Sq Ft: 290
 Deck Sq Ft: 0

Total Units: 0
 Bedrooms: 3
 3/4 Baths: 0
 Bsmt Fin/Unfin: 0/0
 Condition: Good
 Carport Sq Ft: 0
 Porch Sq Ft: 0

Building Name:
 Bathrooms: 1.00
 Half Baths: 0
 Basement Desc:
 FirePlace: 0
 Heat: Electricity-Elec BB
 Patio Sq Ft: 0

Transfer Information

Rec. Date: 11/15/99	Sale Price: \$195,000	Doc Num: 199911150110	Doc Type:
Owner: KIRKLAND CITY OF		Grantor: BLAIR, JAMES D & MARLENE M	
Orig. Loan Amt:		Title Co:	
Finance Type:	Loan Type:	Lender:	

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Form 17
Seller Disclosure Statement
Rev 7/15
Page 1 of 6

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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SELLER: City of Kirkland _____

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER
Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 10634 NE 116th Street, CITY Kirkland

STATE WA ZIP 98034 COUNTY King ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER IS/ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:
If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

	YES	NO	DON'T KNOW	N/A	
1. TITLE					37
A. Do you have legal authority to sell the property? If no, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39
*B. Is title to the property subject to any of the following?					40
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43
(4) Life estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	45
*D. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	48
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	49
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	50
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	51

[Signature] 2/5/18
SELLER'S INITIALS Date

SELLER'S INITIALS Date

Form 17
Seller Disclosure Statement
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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	YES	NO	DON'T KNOW	N/A	
*I Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	52 53 54 55
*J Is there a boundary survey for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	56
*K Are there any covenants, conditions, or restrictions recorded against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	57
PLEASE NOTE: Covenants, conditions and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status or disability are void, unenforceable, and illegal. RCW 49 60 224.					58 59 60 61
2. WATER					62
A Household Water					63
(1) The source of water for the property is <input checked="" type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system					64 65
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	66
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67 68
* (3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
If no, please explain _____					71
* (5) Are there any water treatment systems for the property? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
If yes, are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned					73
* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	74 75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	76
* (b) If yes, has all or any portion of the water right not been used for five or more successive years? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	77
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
B Irrigation Water					79
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	80 81
* (a) If yes, has all or any portion of the water right not been used for five or more successive years? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	82 83
* (b) If so, is the certificate available? (If yes please attach a copy) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	84
* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	85
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86 87 88
If so, please identify the entity that supplies water to the property: _____					
C Outdoor Sprinkler System					89
(1) Is there an outdoor sprinkler system for the property? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90
* (2) If yes, are there any defects in the system? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	91
* (3) If yes, is the sprinkler system connected to irrigation water? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	92
3. SEWER/ON-SITE SEWAGE SYSTEM					93
A. The property is served by:					94
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					95
<input type="checkbox"/> Other disposal system					96
Please describe _____					97

APQ 7/5/18
SELLER'S INITIALS Date

SELLER'S INITIALS Date

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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	YES	NO	DON'T KNOW	N/A	98
B If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99 100 101
*C Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102 103
D If the property is connected to an on-site sewage system: *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	104 105 106
(2) When was it last pumped? _____					107
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	108
(4) When was it last inspected? _____ By whom _____			<input type="checkbox"/>	<input checked="" type="checkbox"/>	109 110
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
E. Are all plumbing fixtures including laundry drain, connected to the sewer/on-site sewage system? If no, please explain _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	112 113 114
*F Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	115
G Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116 117 118
*H Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	119 120

NOTICE IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).

4. STRUCTURAL					124
*A. Has the roof leaked within the last 5 years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*B. Has the basement flooded or leaked? <i>No basement</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	126
*C Have there been any conversions, additions or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127 128 129
D. Do you know the age of the house? If yes, year of original construction <i>1955</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130 131
*E Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			134
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			135
<input checked="" type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			136
<input checked="" type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			137
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			138
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			139
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			140
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			141
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			142
*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	143 144
H During your ownership, has the property had any wood destroying organism or pest infestation? <i>- rats</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	146
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	147

JAK
SELLER'S INITIALS
Date *2/5/18*

SELLER'S INITIALS Date

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	YES	NO	DON'T KNOW	N/A	148
5. SYSTEMS AND FIXTURES					149
*A If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain _____					150
Electrical system, including wiring, switches, outlets, and service	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151
Plumbing system, including pipes, faucets, fixtures, and toilets	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Hot water tank	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Garbage disposal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Appliances	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Sump pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Heating and cooling systems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Security system <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	159
*B If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease)					160
Security System _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
Tanks (type) _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
Satellite dish _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
*C Are any of the following kinds of wood burning appliances present at the property?					165
(1) Woodstove?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
(2) Fireplace insert?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
(3) Pellet stove?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(4) Fireplace?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	170
D Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
E Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19 27 530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	172
F Is the property equipped with smoke alarms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					174
A. Is there a Homeowners' Association? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, firing policy, and other information that is not publicly available _____					176
B. Are there regular periodic assessments? \$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177
<input type="checkbox"/> Other: _____					178
*C Are there any pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	179
*D Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	180
7. ENVIRONMENTAL					181
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	182
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	183
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expensive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	184
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	185
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	186
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	187

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	202 203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	205 206
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	207
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	208
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	209
8. LEAD BASED PAINT (Applicable if the house was built before 1978).					210
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					211
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					212 213
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing					214
B. Records and reports available to the Seller (check one below):					215
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____					216 217 218
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					219
9. MANUFACTURED AND MOBILE HOMES					220
If the property includes a manufactured or mobile home.					221
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	222
If yes, please describe the alterations: _____					223
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	224
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	225
10. FULL DISCLOSURE BY SELLERS					226
A. Other conditions or defects:					227
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	228 229
B. Verification					230
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property					231 232 233 234
<i>Tracy D. ...</i> Seller					235
2/5/18 Date					236
					Seller
					Date
					237
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					238
o THE ROOF LEAKS. NOT REPAIRED.					239 240
o THE CEILINGS ARE DAMAGED FROM WATER					241 242
o THE NOT ALL DOORS FUNCTION PROPERLY.					243 244 245 246 247 248 249 250 251

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II. NOTICES TO THE BUYER 252

1. SEX OFFENDER REGISTRATION 253
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 254
AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 255
AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 256

2. PROXIMITY TO FARMING 257
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 258
CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL 259
PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 260

III. BUYER'S ACKNOWLEDGEMENT 261

- 1. BUYER HEREBY ACKNOWLEDGES THAT:** 262
- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by 263
utilizing diligent attention and observation. 264
 - B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 265
not by any real estate licensee or other party. 266
 - C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 267
provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 268
 - D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 269
 - E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 270
received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 271
 - F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your 272*
Home. 273

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 274
ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 275
AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 276
SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 277
DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 278
MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 279

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 280
THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 281
LICENSEE OR OTHER PARTY. 282

Buyer Date Buyer Date 283
284

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 285
Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 286
waives Buyer's right to revoke Buyer's offer based on this disclosure. 287

Bob Nehring and ex assigns 02/26/2018 288

Buyer Date Buyer Date 289
2/26/2018 11:35:58 AM PST

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 290
Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 291
However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 292
the receipt of the "Environmental" section of the Seller Disclosure Statement. 293

Buyer Date Buyer Date 294
295

SPD 2/5/18

SELLER'S INITIALS Date SELLER'S INITIALS Date