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2007-347

ATTACHMENT B

**PURCHASE AND SALE AGREEMENT BETWEEN KING COUNTY AND
ROBERT J. AND DENISE R. WHITBECK,
DATED APRIL 10, 2007**

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. Date: APRIL 10, 2007 MLS No.: 27016805
2. Buyer: ROBERT J. and DENISE R. WHITBECK
3. Seller: KING COUNTY
4. Property: Tax Parcel Nos.: 511240-0040 (KING County)
Street Address: 22621 SE 206th STREET, MAPLE VALLEY Washington 98038
Included Items: stove/range refrigerator washer dryer dishwasher hot tub fireplace insert
 wood stove satellite dish security system other microwave
Legal Description: Maple Valley Garden Tracts Unrec Lot "A" King Co Boundary Line adjustment No L0410077 Recording No 20050222900014 Being a portion of SE Qtr SE Qtr STR 04-22-06 (to be confirmed by title report)
5. Purchase Price: \$295,100.00 Two Hundred Ninety-Five Thousand One Hundred Dollars
6. Earnest Money: (To be held by Selling Broker Closing Agent)
Personal Check: \$1,000.00 [One Thousand Dollars]
Note: \$ _____
Other (_____): \$ _____
7. Default: (check only one) Forfeiture of Earnest Money Seller's Election of Remedies
8. Title Insurance Company: Pacific Northwest Title Company
9. Closing Agent: a qualified closing agent of Buyer's choice Pacific Northwest Escrow Company
10. Closing Date: Within 30 days after King County Council passes ordinance approval.
11. Possession Date: on Closing Other _____
12. Offer Expiration Date: _____
13. Counteroffer Expiration Date: _____
14. Addenda: 22F(Home Inspect) 34(Addendum) 22K(Utilities)

15. Agency Disclosure: Selling Licensee represents Buyer Seller both parties neither party
Listing Agent represents Seller both parties

16. Services of Closing Agent for Payment of Utilities: Requested (Attach NWMLS Form 22K) Waived

Robert J. Whitbeck 4/4/2007
Buyer's Signature Date
Denise R. Whitbeck 4/4/07
Buyer's Signature Date

Halley S. Brown 4-10-07
Seller's Signature Date

1554 Hillside Drive SE
Buyer's Address
Issaquah, Washington 98027
City, State, Zip
425-427-6680
Phone Fax

King County Administration Bldg., 400 5th, Rm 500
Seller's Address
Seattle, Washington 98104
City, State, Zip
206-296-7494 206-296-7467
Phone Fax

Buyer's E-mail Address

bob.thompson@metrokc.gov
Seller's E-mail Address

Selling Broker MLS Office No.

King County Real Estate Services 7084
Listing Broker MLS Office No.

Selling Licensee (Print)

Bob Thompson
Listing Agent (Print)

Phone Fax

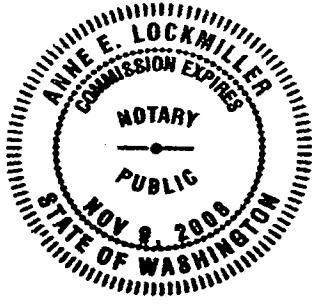
Phone Fax

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 4th day of APRIL, 2007, personally appeared before me Robert J. and Denise R. Whitbeck, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Anne E. Lockmiller
ANNE E. LOCKMILLER



NOTARY PUBLIC in and for the State of Washington,
Residing at Seattle, Washington
My appointment expires November 9, 2008

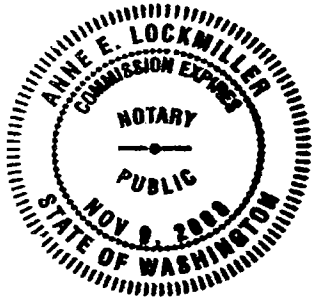
STATE OF WASHINGTON)
)
COUNTY OF KING) SS

On this 10th day of APRIL, 2007, before me personally appeared Kathy Brown, to me known to be the Director of the Facilities Management Division, Department of Executive Services, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

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



ANNE LOCKMILLER



NOTARY PUBLIC in and for the State of Washington,

Residing at Seattle, Washington

My appointment expires November 9, 2008

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- a. **Purchase Price.** Buyer agrees to 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 or gifts, except to the extent otherwise specified in this Agreement. 1-4
- b. **Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, 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 Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker'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 agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker 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 Broker 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 Broker 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 Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the costs thereof) unless the parties agree otherwise in writing. 5-21
- c. **Included Items.** Any of the following items located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and all bathroom and other fixtures. However, items identified in Specific Term No. 4 are included only if the corresponding box is checked. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing. 22-28
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid 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. 29-35
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for an Homeowner's Policy of Title Insurance for One-to-Four Family Residence (ALTA 1998), from the Title Insurance Company. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue a standard form Owner's Policy (ALTA 1992). The Title Insurance Company is to send a copy of the preliminary commitment to both Listing Agent and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy 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. 36-46
- f. **Closing.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys to Buyer on the Closing Date or on the Possession Date, whichever occurs first. 47-51

Initials: BUYER: RJA DATE: 4/4/07 SELLER: KAB DATE: 4-10-07
BUYER: HW DATE: 4/4/07 SELLER: _____ DATE: _____

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- g. Possession.** Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. 54 55
- h. Closing Costs and Prorations.** Seller and Buyer shall each pay one-half of the escrow fee unless this sale is FHA or VA financed, in which case it shall be paid according to FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to 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 them at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 16, 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 agrees to 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). 56 57 58 59 60 61 62 63 64 65 66
- i. Sale Information.** The Listing Agent or Selling Licensee is 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 Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale. 67 68 69 70 71
- j. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, 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. 72 73 74 75
- k. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or 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 given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Receipt by Selling Licensee of a Seller Disclosure Statement, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice. 76 77 78 79 80 81 82 83 84 85 86 87 88
- l. 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 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 or legal holiday as defined in RCW 1.16.050, shall occur on the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of this Agreement. 89 90 91 92 93 94 95 96
- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 97 98 99 100
- n. Integration.** 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. 101 102 103

Initials: BUYER: RAW DATE: 4/4/07 SELLER: KAAS DATE: 4-10-07 104
BUYER: HW DATE: 4/4/07 SELLER: _____ DATE: _____ 105

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- o. 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. 106
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- p. 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: 109
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- 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. 111
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- 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. 113
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- q. Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 117
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- r. Offer.** Buyer agrees to 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 actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 119
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- s. Counteroffer.** Seller agrees to sell the Property under the terms and conditions of this Agreement. If Seller makes a counteroffer, Buyer 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 actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. If no expiration date is specified for a counteroffer, the counteroffer shall expire at 9:00 p.m. 2 days after the counteroffer is delivered by the last party making the counteroffer, unless sooner withdrawn. 123
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- t. Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 130
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- u. Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, 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 Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. 137
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- v. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 144
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- w. Property Condition Disclaimer.** Real estate brokers and salespersons do not guarantee the value, quality or condition of the Property. Some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing materials, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. In addition, some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Real estate licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. 147
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Initials: BUYER: RGW DATE: 4/4/07 SELLER: KDB DATE: 4-10-07 154
BUYER: DW DATE: 4/4/07 SELLER: _____ DATE: _____ 155

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated _____, 200____ 1
between ROBERT J. and DENISE R. WHITBECK ("Buyer") 2
and KING COUNTY ("Seller") 3
concerning 22621 SE 206th STREET, MAPLE VALLEY ("the Property") 4

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

- 1) ...All Seller's right, title and interest in the Property described in this Agreement is subject to a thirty (30) 6
foot access and utility easement described within the Warranty Deed attached hereto as Exhibit A. 7
- 2) ...Immediately after recording the Warranty Deed attached hereto, Purchaser instructs Escrow to record the 8
Planting Mitigation Easement in favor of King County, granted to Seller by Purchaser, attached hereto. 9
- 3) ...Sale subject to approval by King County Council by Ordinance. 10

4) ATTACHED ARE: 11

- EXHIBIT A - LEGAL DESCRIPTION 12
- EXHIBIT B - WARRANTY DEED 13
- EXHIBIT C - PLANTING EASEMENT 14
- EXHIBIT D - CONDITION OF PROPERTY 15

DRW

rgw
KAB

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 16

AGENT (COMPANY) _____ 17

BY: _____ 18

Initials: BUYER: *RJW* DATE: *4/4/07* SELLER: *KAB* DATE: *4-10-07* 19
 BUYER: *DRW* DATE: *4/4/07* SELLER: _____ DATE: _____ 20

EXHIBIT A

LEGAL DESCRIPTION

Lot A, Boundary Line Adjustment Number L04L0077, recorded under Recording Number 20050222900014, being a portion of the southeast quarter of the southeast quarter of Section 4, Township 22 North, Range 6 East, W.M., in King County, Washington, described as follows;

Beginning on the easterly line of said subdivision at a point south $1^{\circ} 39'00''$ east 1,896.94 feet from the east quarter corner of said Section;

Thence south $88^{\circ} 56'00''$ west 1,000 feet;

Thence south $1^{\circ} 39'00''$ east 487.80 feet;

Thence north $88^{\circ} 56'00''$ east 1000 feet to the easterly line of said subdivision;

Thence north $1^{\circ} 39'00''$ west along said easterly line 487.80 feet to the Point of Beginning;

(ALSO KNOW AS Tract 8 and the north half of Tract 9 of Maple Valley Garden Tracts, according to the unrecorded plat thereof)

EXHIBIT B

AFTER RECORDING RETURN TO:

Anna Morgan
King County Real Estate Services Section
King County Administration Building
500 Fourth Avenue, Room 500
Seattle, Washington 98104

Grantor: 1) Robert J. Whitbeck; (2) Denise R. Whitbeck
Grantee: King County
Legal Des: Portion. SE SE, 04-22-06
Tax ID #: 511240-0040

STATUTORY WARRANTY DEED

The Grantor herein, **KING COUNTY**, a political subdivision of the State of Washington, for the consideration of TEN DOLLARS (\$10.00) and other valuable consideration, conveys and warrants to Robert J. Whitbeck and Denise R. Whitbeck, husband and wife, all interest in the following described real estate:

Lot A, Boundary Line Adjustment Number L04L0077, recorded under Recording Number 20050222900014, being a portion of the southeast quarter of the southeast quarter of Section 4, Township 22 North, Range 6 East, W.M., in King County, Washington, described as follows;

Beginning on the easterly line of said subdivision at a point south 1° 39'00" east 1,896.94 feet from the east quarter corner of said Section;

Thence south 88° 56'00" west 1,000 feet;

Thence south 1° 39'00" east 487.80 feet;

Thence north 88° 56'00" east 1000 feet to the easterly line of said subdivision;

Thence north 1° 39'00" west along said easterly line 487.80 feet to the Point of Beginning;

(ALSO KNOW AS Tract 8 and the north half of Tract 9 of Maple Valley Garden Tracts, according to the unrecorded plat thereof)

SUBJECT TO a non-exclusive, perpetual thirty foot (30') access and utility easement for Lot B and wetlands over the above-described property, and described as follows:

The easement is a 30 foot wide strip of land, the easterly line of which is coincident with the westerly line of the gas pipeline Right-of-Way as conveyed in Right-of-Way contract recorded in the records of King County, Recording Number 4661501, and in Amendment and/or modification of said Easement Recording Number 7107270053 and in Amendment of above Easements Recording Number 20020702000892. (TO BE CONFIRMED BY TITLE REPORT)

Situate in the County of King, State of Washington.

Dated this _____ day of _____, 2007.

EXHIBIT C

AFTER RECORDING RETURN TO:

Anna Morgan
King County Real Estate Services Section
King County Administration Building
500 Fourth Avenue, Room 500
Seattle, Washington 98104

Grantor: 1) Robert J. Whitbeck; (2) Denise R. Whitbeck
Grantee: King County
Legal Des: Lot A, KCBLA L04L0077, Rec. No. 20050222900014
Tax ID #: 511240-0040

PLANTING EASEMENT

THIS AGREEMENT made this _____ day of _____, 2007,
by and between Robert J. Whitbeck and Denise R. Whitbeck, husband and wife, hereinafter called
Grantor, and **KING COUNTY**, a political subdivision of the State of Washington, hereinafter
called the Grantee.

WITNESSETH:

Whereas, Grantors herein are the owners of that certain parcel of land described as follows:

Lot A, Boundary Line Adjustment Number L04L0077, recorded under Recording
Number 20050222900014, being a portion of the southeast quarter of the southeast
quarter of Section 4, Township 22 North, Range 6 East, W.M., in King County,
Washington, described as follows;

Beginning on the easterly line of said subdivision at a point south 1° 39'00" east
1,896.94 feet from the east quarter corner of said Section;

Thence south 88° 56'00" west 1,000 feet;

Thence south 1° 39'00" east 487.80 feet;

Thence north 88° 56'00" east 1000 feet to the easterly line of said subdivision;

Thence north 1° 39'00" west along said easterly line 487.80 feet to the Point of
Beginning;

(ALSO KNOW AS Tract 8 and the north half of Tract 9 of Maple Valley Garden
Tracts, according to the unrecorded plat thereof)

That Grantors do by these presents grant, convey, and confirm unto said Grantee and its successors and assigns to Grantee a permanent easement, together with a temporary construction, access and maintenance easement, over, across, along, in, upon, and under the following described property:

That portion of Lot "A" of King County Boundary Line Adjustment No. L04L0077, recorded under Recording Number 20050222900014, being a portion of the Southeast quarter of the Southeast quarter of Section 4, Township 22 North, Range 6 East, W.M., in King County, Washington, described as follows:

Commencing at the Northwest corner of said Lot "A"
Thence along the West line of said Lot "A" South 0°51'16" West 100.01;
Thence continuing along said West line South 6°33'16.9" East 26.98 feet to the True Point of Beginning;
Thence continuing along said West line South 06 ° 33'16.9" East, a distance of 145.58 feet to the Southwest corner of said Lot "A";
Thence along the Southerly line of said Lot "A" South 88 ° 16'05.6" East, a distance of 88.64 feet;
Thence North 10 ° 03'37.1" West, a distance of 10.41 feet;
Thence North 35 ° 14'34.6" West, a distance of 46.17 feet;
Thence North 09 °52'39.6" West, a distance of 47.07 feet;
Thence North 07 ° 53'12.6" West, a distance of 39.60 feet;
Thence North 15 ° 33'58.3" West, a distance of 12.81 feet;
Thence North 88 ° 39'27.7" West, a distance of 59.82 feet;
To the True Point of Beginning;

Containing 0.23 acres, more or less.

Said permanent easement being for the purpose of planting native trees, shrubs, and groundcovers of any kind on the above described property, together with the right of ingress to and egress from said described property for the purpose of pruning, repairing, maintaining removing or replacing said plants, shrubs, and groundcovers planted under the authority of this easement. The type, number and location of plantings and growing objects shall be determined solely by Grantee.

It is agreed by the parties that all plantings and growing objects in the easement area shall be the property of the Grantee and that Grantors shall at no time prune, remove or in any way alter of effect any changes in said plantings and growing objects.

Said temporary construction easement shall commence on the date of this instrument and terminate on the date construction is complete or December 31, 2017, whichever shall first occur.

The Grantor(s) hereby and the COUNTY, by accepting and recording this easement, mutually covenant and agree as follows:

1. COUNTY shall, upon completion of any construction of any facilities described herein, remove all debris and restore the surface of the above described property as nearly as possible to the condition in which it existed at the date of this agreement.
2. COUNTY shall, if the above described property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.
3. COUNTY shall, except for negligence on the part of Grantor(s), their heirs, successors and assigns, protect and save harmless Grantor(s) from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by Grantor(s), their heirs successors and assigns, or by any persons, firms or corporations, because of the construction and/or maintenance of said facilities.
4. All right, title, and interest that may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor(s). Except as otherwise provided herein and after the date of this agreement the construction, installation or maintenance of any structures, whether temporary or permanent, shall be absolutely prohibited within the above described permanent easement area and shall be deemed an unreasonable interference with the COUNTY'S easement rights unless specifically approved in writing by the COUNTY which approval shall not be unreasonably withheld. Moreover, as to such non-approved structures the provisions of Paragraph 1, 2, and 3 shall not apply.

In witness whereof, said Grantors have hereunto set their hand and seal the day and year first above written.

Situated in the County of King, State of Washington

GRANTOR

Robert J. Whitbeck

Denise R. Whitbeck

EXHIBIT D

CONDITION OF PROPERTY

AS-IS SALE; REPRESENTATIONS OF SELLER.

(a) **Condition of the Property.** Except for the warranties, representations and indemnifications contained in this Agreement, Seller does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the real estate or personal property located at 22621 SE 206th Street (property), and no employee or agent of Seller is authorized otherwise. Without limitation, the foregoing specifically excludes, except for warranties, representations and indemnifications contained in this Agreement, any warranties or representations with respect to the structural condition of the property, the area of land being purchased, the existence or non-existence of any Hazardous Substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances, from or into the property, and the compliance or noncompliance of the property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

(b) **Limited Representations.** Seller acknowledges and represents only that it is a municipal corporation and subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. Seller has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted and that the execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a municipal corporation, (ii) has been or will be on or before the closing date, duly authorized by all necessary action of the Seller's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party or which is presently in effect and applicable to Seller. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms thereof.

(c) All representations, warranties and covenants of Seller contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing date.

Rgu

KLB

DBW

**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 ROBERT J. & DENISE R. WHITBECK ("Buyer" and/or "Lessee") 2
and KING COUNTY ("Seller" and/or "Lessor") 3
concerning 22621 SE 206th STREET, MALE VALLEY (the "Property") 4

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 6
is notified that such property may present exposure to lead from lead-based paint that may place young children 7
at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological 8
damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. 9
Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real 10
property is required to provide the buyer with any information on lead-based paint hazards from risk assessments 11
or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13

Lease Agreement Lead Warning Statement 14
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health 15
hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. 16
Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based 17
paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning 18
prevention. 19

Cancellation Rights 20
If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 21
3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement. 22

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 23

Seller's/Lessor's Disclosure 24
(a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 25
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 26
 Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 27
(b) Records and reports available to the Seller/Lessor (check one below): 28
 Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based 29
paint and/or lead-based paint hazards in the housing (list documents below). 30

 Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in 33
the housing. 34

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and 35
information provided by Seller are true and accurate. 36

Seller/Lessor Date

Seller/Lessor Date 37
Initials: BUYER/LESSEE: RJW DATE: 4/4/07 SELLER/LESSOR: RLB DATE: 4-10-07 38
BUYER/LESSEE: DW DATE: 4/4/07 SELLER/LESSOR: RT DATE: 4.10.07 39

**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
- (d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 41
- (e) Buyer has (check one below only if Purchase and Sale Agreement): 42

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 43

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: 44

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.) 45

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. 46

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. 47

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. 48

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). 49

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. 50

[Signature] 4/4/07 *[Signature]* 4/4/07
Buyer/Lessee Date Buyer/Lessee Date 51

Licenses' Acknowledgment

Licenses 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. 52

[Signature] 4.10.07 *[Signature]* 4.10.07
Selling Licensee Date Listing Agent Date 53

Initials: BUYER/LESSEE: *[Signature]* DATE: 4/4/07 SELLER/LESSOR: *[Signature]* DATE: 4-10-07 54
BUYER/LESSEE: *[Signature]* DATE: 4/4/07 SELLER/LESSOR: _____ DATE: _____ 55

For Your Protection: Get a Home Inspection

Name of Buyer(s) ROBERT J. & DENISE R. WHITBECK
Property Address 22621 SE 206th STREET
MAPLE VALLEY

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon (1-800-644-6999). As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

- I/We choose to have a home inspection performed.
- I/We choose not to have a home inspection performed.

X Robert J. Whitbeck
Signature & Date

X Denise R. Whitbeck
Signature & Date

4/4/07

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

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

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 affecting the Property. The names and addresses of all utilities providing service 6
to the Property and having lien rights are as follows: 7

WATER DISTRICT: 8

Name _____ 9
Address _____ 10
City, State, Zip _____

SEWER DISTRICT: 11

Name _____ 12
Address _____ 13
City, State, Zip _____

IRRIGATION DISTRICT: 14

Name _____ 15
Address _____ 16
City, State, Zip _____

GARBAGE: 17

Name _____ 18
Address _____ 19
City, State, Zip _____

ELECTRICITY: 20

Name _____ 21
Address _____ 22
City, State, Zip _____

GAS: 23

Name _____ 24
Address _____ 25
City, State, Zip _____

SPECIAL DISTRICT(S): 26

(local improvement districts or utility local improvement districts)

Name _____ 27
Address _____ 28
City, State, Zip _____

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

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

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 37

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 38

SELLER DISCLOSURE STATEMENT †

SELLER: KING COURT

† To be used in transfers of residential real property, including multi-family 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 and Section 43.22.432 for further explanations.

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 write "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 22621 SE 206TH STREET, MAPLE VALLEY

CITY _____, 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
1. TITLE			
A. Do you have legal authority to sell the property? If not, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(1) First right of refusal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*D. Are there any rights of way, easements, or access limitations that may affect Buyer's use of the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. 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"/>
*F. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*G. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*H. 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"/>
*I. Is there a boundary survey for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*J. Are there any covenants, conditions, or restrictions which affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.

SELLER'S INITIAL: _____ DATE: _____ SELLER'S INITIAL: RT DATE: 4.10.07

SELLER DISCLOSURE STATEMENT

2. WATER

A. Household Water

(1) The source of water for the property is: Private or publicly owned water system

Private well serving only the subject property * Other water system

*If shared, are there any written agreements?

* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

* (3) Are there any known problems or repairs needed?

(4) During your ownership, has the source provided an adequate year round supply of potable water?

If no, please explain: _____

* (5) Are there any water treatment systems for the property?

If yes, are they: Leased Owned

B. Irrigation

(1) Are there any water rights for the property, such as a water right, permit, certificate, or claim?

* (a) If yes, have the water rights been used during the last five-years?

* (b) If so, is the certificate available?

C. Outdoor Sprinkler System

(1) Is there an outdoor sprinkler system for the property?

* (2) If yes, are there any defects in the system?

* (3) If yes, is the sprinkler system connected to irrigation water?

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

Public sewer system On-site sewage system (including pipes, tanks, drainfields, and all other component parts)

Other disposal system

Please describe: _____

B. If public sewer system service is available to the property, is the house connected to the sewer main?

If no, please explain: _____

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?

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?

(2) When was it last pumped? _____

* (3) Are there any defects in the operation of the on-site sewage system?

(4) When was it last inspected? _____

By whom: _____

(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms

E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?

If no, please explain: _____

* F. Have there been any changes or repairs to the on-site sewage system?

G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?

If no, please explain: _____

H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?

If yes, please explain: _____

SELLER'S INITIAL: _____ DATE: _____

SELLER'S INITIAL: DLT

DATE: 4.11.07

YES	NO	DON'T KNOW	
			57
			58
			59
			60
		<input checked="" type="checkbox"/>	61
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	62
		<input checked="" type="checkbox"/>	63
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	64
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	65
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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	67
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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	69
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			76
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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	88
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	89
			90
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			96
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			100
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	101
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	102
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	103
			104
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	105
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	106
			107
			108

SELLER DISCLOSURE STATEMENT

NOTICE: IF THIS SELLER DISCLOSURE STATEMENT 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

- *A. Has the roof leaked? YES NO DON'T KNOW 113
- *B. Has the basement flooded or leaked? YES NO DON'T KNOW 114
- *C. Have there been any conversions, additions or remodeling? YES NO DON'T KNOW 115
 - *(1) If yes, were all building permits obtained? YES NO DON'T KNOW 116
 - *(2) If yes, were all final inspections obtained? YES NO DON'T KNOW 117
- *D. Do you know the age of the house? YES NO DON'T KNOW 118

If yes, year of original construction: 1938 acc to Assessor 119
- *E. Has there been any settling, slippage, or sliding of the property or its improvements? YES NO DON'T KNOW 120
- *F. Are there any defects with the following: (If yes, please check applicable items and explain.) YES NO DON'T KNOW 121
 - Foundations Decks Exterior Walls 122
 - Chimneys Interior Walls Fire Alarms 123
 - Doors Windows Patios 124
 - Ceilings Slab Floors Driveways 125
 - Pools Hot Tub Sauna 126
 - Sidewalks Outbuildings Fireplaces 127
 - Garage Floors Walkways Wood Stoves 128
 - Siding Other _____ 129
- *G. Was a structural pest or "whole house" inspection done? YES NO DON'T KNOW 130

If yes, when and by whom was the inspection completed? _____ 131
- *H. During your ownership, has the property had any wood destroying organisms or pest infestations? YES NO DON'T KNOW 132
 - I. Is the attic insulated? YES NO DON'T KNOW 133
 - J. Is the basement insulated? YES NO DON'T KNOW 134

5. SYSTEMS AND FIXTURES

- *A. If any of the following systems or fixtures are included with the transfer, are there any defects? YES NO DON'T KNOW 135

If yes, please explain: _____ 136

 - Electrical system, including wiring, switches, outlets, and service YES NO DON'T KNOW 137
 - Plumbing system, including pipes, faucets, fixtures, and toilets YES NO DON'T KNOW 138
 - Hot water tank YES NO DON'T KNOW 139
 - Garbage disposal YES NO DON'T KNOW 140
 - Appliances YES NO DON'T KNOW 141
 - Sump pump YES NO DON'T KNOW 142
 - Heating and cooling systems YES NO DON'T KNOW 143
 - Security system Leased Owned YES NO DON'T KNOW 144
 - Other _____ YES NO DON'T KNOW 145
- *B. If any of the following fixtures or property is included with the transfer, are they leased? YES NO DON'T KNOW 146

(If yes, please attach copy of lease.) _____ 147

 - Security System YES NO DON'T KNOW 148
 - Tanks (type): _____ YES NO DON'T KNOW 149
 - Satellite dish YES NO DON'T KNOW 150
 - Other: _____ YES NO DON'T KNOW 151

SELLER'S INITIAL: _____ DATE: _____ SELLER'S INITIAL: GT DATE: 6-10-07 152

RT

SELLER DISCLOSURE STATEMENT

6. COMMON INTERESTS

- | | YES | NO | DON'T KNOW | |
|---|--------------------------|--------------------------|-------------------------------------|-----|
| A. Is there a Home Owners' Association? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 156 |
| Name of Association _____ | | | | 157 |
| B. Are there regular periodic assessments? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 158 |
| _____ per <input type="checkbox"/> month <input type="checkbox"/> years | | | | 159 |
| <input type="checkbox"/> Other _____ | | | | 160 |
| *C. Are there any pending special assessments? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 161 |
| *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 type="checkbox"/> | <input checked="" type="checkbox"/> | 162 |

7. GENERAL

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-----|
| *A. Have there been any drainage problems on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 163 |
| *B. Does the property contain fill material? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 164 |
| *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 165 |
| D. Is the property in a designated flood plain? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 166 |
| E. Has the local (city or county) planning agency designated your property as a "frequently flooded area"? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 167 |
| *F. Are there any substances, materials, or products 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"/> | 168 |
| *G. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 169 |
| *H. Has the property ever been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 170 |
| *I. Are there any radio towers in the area that may cause interference with telephone reception? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 171 |

8. LEAD BASED PAINT (Applicable if the house was built before 1978.)

- | | | | | |
|---|--|--|--|-----|
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | 172 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____ | | | | 173 |
| <input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | 174 |
| B. Records and reports available to the Seller (check one below): | | | | 175 |
| <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). _____ | | | | 176 |
| <input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | 177 |

9. MANUFACTURED AND MOBILE HOMES

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-----|
| If the property includes a manufactured or mobile home, | | | | 178 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 179 |
| If yes, please describe the alterations: _____ | | | | 180 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 181 |
| If yes, please describe the alterations: _____ | | | | 182 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 183 |

10. FULL DISCLOSURE BY SELLERS

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-----|
| A. Other conditions or defects: | | | | 184 |
| *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"/> | 185 |

SELLER'S INITIAL: _____ DATE: _____

SELLER'S INITIAL: LT DATE: 4.10.07 202

SELLER DISCLOSURE STATEMENT

B. Verification

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.

Date: _____ Date: _____
Seller _____ Seller _____

NOTICES TO THE BUYER

SEX OFFENDER REGISTRATION

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

PROXIMITY TO FARMING

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

II. BUYER'S ACKNOWLEDGEMENT

Buyer hereby acknowledges that:

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

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF 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 SALE AGREEMENT.

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

DATE: _____ DATE: _____
BUYER: _____ BUYER: _____

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

DATE: _____ DATE: _____
BUYER: _____ BUYER: _____

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right.

DATE: _____ DATE: _____
BUYER: _____ BUYER: _____

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).

SELLER'S INITIAL: _____ DATE: _____ SELLER'S INITIAL: RT DATE: 4.10.07