



**King County**

**Metropolitan King County Council  
Budget and Fiscal Management Committee**

Agenda Item No.: 4 & 5 Date: July 20, 2010  
2010-0317  
Proposed No.: 2010-0318 Prepared By: Polly St. John

**STAFF REPORT**

**SUBJECT:**

Proposed Ordinances 2010-0317 and 2010-0318 would approve the sale of two surplus property parcels in rural King County on Vashon Island. The residential properties were appraised in 2009 and listed for sale with the Northwest Multiple Listing Service (MLS). Both properties are being sold to adjacent residential owners for the full value.

**SUMMARY:**

On May 14, 2010, the Executive transmitted two ordinances that would approve surplus property sales located on Vashon Island in Council District 8. Both residential parcels are "owned" by the Roads Fund. This staff report will cover both proposals:

1. **Proposed Ordinance 2010-0317** would authorize the sale of a property referred to as the Pole Yard property for the full list price of \$20,000.
2. **Proposed Ordinance 2010-0318** would authorize the sale of a property referred to as Tax Lot 108 for the full list price of \$19,000.

If approved, the proposals would authorize the Executive to execute purchase and sale agreements to convey and deliver the properties to the identified buyers. The Roads Services Division is the custodian of both residential parcels.

- The Pole Yard property is a vacant lot located on the east side of Vashon Highway SW in the 21600 block on Vashon Island Street.
- Tax Lot 108 is located in the 12800 block of Vashon Highway SW.

*This ordinance advances the Council's priority of Environmental Sustainability by strengthening stewardship of the property. In addition, the Council's priority for Financial Stewardship is enhanced, as the sale proceeds will strengthen the Roads Fund.*

## **BACKGROUND:**

**Pole Yard Property:** The Pole Yard property is a 0.86 acre property that is located on the east side of Vashon Highway SW in the 21600 block on Vashon Island. The site is a somewhat level, square-shaped vacant lot and is zoned RA5. The parcel was acquired by the county in 1906 and was used as part of its development of the Vashon Island Highway. The parcel became a storage yard after development was completed. **Attachment 5** is maps of the property showing a vicinity view and a parcel view.

**Tax Parcel 108:** Tax parcel 108 is a 0.45 acre unimproved residential parcel that is located in the 12800 block of Vashon Highway SW on Vashon Island. The parcel is a lightly wooded, gently undulating lot that is zoned RA-2 and includes 162 feet of frontage on the Highway. **Attachment 9** is maps of the property showing a vicinity view and a parcel view.

## **ANALYSIS:**

King County Code 45.56.080 requires Council approval for the sale of county-owned real property. **Attachment 10** outlines the surplus property process in King County. Pursuant to KCC 4.56, notices were circulated to other county departments by the Facilities Management Division (FMD). No agency has expressed interest and the properties do not meet the criteria for affordable housing, as the properties are located in rural areas with no access to sewer facilities. The proposed ordinances would authorize the Executive to execute the purchase and sale agreement (PSA) that have received review by the Prosecuting Attorney's Office staff. The agreements, which were signed in September, 2009 will be executed upon enactment by the Council.

If approved by the Council, sale proceeds will be disbursed to Real Estate Services for work associated with the property sales and to the Roads Fund as custodian of the properties. *(The properties were originally purchased with Road Fund monies and any proceeds from the sale are required to be returned to the fund.)*

- **Pole Yard Property:** \$2,710 will go to Real Estate Services for appraisal work and review, sale oversight, and outside broker fees. The remaining \$17,290 will be returned to the Roads fund.
- **Tax Lot 108:** \$2,281 will go to Real Estate Services for appraisal work and review, sale oversight, and outside broker fees. The remaining \$16,719 will be returned to the Roads fund.

## **AMENDMENTS**

Proposed Ordinance 2010-0317 requires a technical amendment to remove a reference to a non-existent attachment and to refer to the property by name.

**REASONABLENESS:**

Approval of Proposed Ordinances 2010-0317 and 2010-0318 will enable FMD to move forward with the sale of the properties. Because the real estate is surplus to the county's needs and will be purchased by qualified cash buyers, the sale of the two properties appears to constitute a reasonable business decision.

**INVITED:**

- Kathy Brown, Director, FMD
- Steve Salyer, Manager, Real Estate Services, FMD
- Anne Lockmiller, Agent, Real Estate Services, FMD
- Dwight Dively, Director, OMB

**ATTACHMENTS:**

1. Amendment to Proposed Ordinance 2010-0317
2. Proposed Ordinance 2010-317, including Attachment A, purchase and sale agreement
3. Transmittal Letter, dated May 10, 2010
4. Fiscal Note
5. Maps of the Pole Yard Property
6. Proposed Ordinance 2010-318, including Attachment A, purchase and sale agreement
7. Transmittal Letter, dated May 10, 2010
8. Fiscal Note
9. Maps of Tax Parcel 108 Property
10. Surplus Property Process



# Attachment 1

1

07-20-10

pj

Sponsor: Julia Patterson

Proposed No.: 2010-0317

- 1 **AMENDMENT TO PROPOSED ORDINANCE 2010-0317, VERSION 1**
- 2 On page 2, line 30, after "proposed sale" delete "described in Attachment B to this
- 3 ordinance"
- 4 On page 2, at the beginning of line 32, delete "property" and insert "Pole Yard"

**EFFECT: This amendment would make a technical correction to (1) delete a non-existent attachment and (2) to refer to the property by name.**





**KING COUNTY**

**Signature Report**

**July 19, 2010**

**Ordinance**

**Attachment 2**  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Proposed No. 2010-0317.1**

**Sponsors Drago**

1           AN ORDINANCE authorizing King County's sale of a  
2           surplus unimproved residential parcel situated in rural King  
3           County on Vashon Island, Washington, located within  
4           council district eight.

5           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6           **SECTION 1. Findings:**

7           A. King County's department of transportation, roads division (roads) is  
8           custodian of a 0.86 acre unimproved residential parcel owned by King County and  
9           located in the 21600 block of Vashon Island Highway, Vashon Island, in rural King  
10          County. The site was acquired by roads in 1906 as part of its development of the Vashon  
11          Island Highway. The parcel subsequently served as a storage yard and became known as  
12          the "Pole Yard."

13          B. Roads declared the Pole Yard surplus to its needs in July 2009. Pursuant to  
14          K.C.C. 4.56.100, notices were circulated to other county departments by the facilities  
15          management division ("FMD") regarding roads' plan to surplus and sell the property. No  
16          agencies expressed interest, and the subject property does not meet the criteria for  
17          affordable housing. Pursuant to K.C.C. 4.56.100, FMD declared the Pole Yard surplus to  
18          the county's present and foreseeable needs on September 1, 2009.

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments: A. Vacant Land Purchase and Sale Agreement Specific Terms**

VACANT LAND PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS

2010-317

1. Date: September 28, 2009
2. Buyer: Barry Michael Briskman, Sharon Lee Briskman, and Paula Jean Larsen, and Mark Lee Larsen (method of taking title to be supplied in escrow).
3. Seller: King County
4. Property (Tax Parcel No.): 082203-9040  
Legal Description: S 209 FT OF W 209 FT OF SW 1/4 OF NW 1/4 LESS CO RD (complete legal to be furnished in escrow).
5. Purchase Price: \$20,000 (Twenty Thousand Dollars) ALL CASH AT CLOSING *[Handwritten initials]*
6. Earnest Money: \$2,000 (Two Thousand Dollars).
7. Default (check only one) Forfeiture of Earnest Money  Seller's Election of Remedies
8. Disclosures in Form 17 or 17C: Buyer will  will not  have a remedy for Seller's negligent errors, inaccuracies.
9. Title Insurance Company: Pacific Northwest Title Company, Seattle, Washington.
10. Closing Agent: Island Escrow Service, Vashon, Washington
11. Closing Date: No less that eleven (11) days and no more than thirty (30) days after Approval of King County Council.
12. Possession Date: Upon Close of Escrow.
13. Offer Expiration Date: N/A.
14. Services of Closing Agent for Payment of Utilities: Requested (See attached NWMLS Form 22K).
15. Charges and Assessments Due After Closing: Assumed by Buyer .
16. Subdivision: The Property is not legally required to be subdivided.
17. Feasibility Contingency Expiration Date: 14 Calendar Days (October 12, 2009, by 5:00 p.m.).
18. Agency Disclosure: Listing Agent, Anne Lockmiller, represents the Seller, King County.  
Acknowledged by Buyers (please initial): *[Handwritten initials]*
19. Addenda: 22LA (Land & Acreage) 22K (Utilities): Attached.

*[Handwritten Signature: Sharon Lee Briskman]*

Buyer's Signature  
P.O. Box 2758, Vashon, Washington 98070  
Home Address: 9808 SW 216<sup>th</sup> Street, Vashon, Washington 98070  
Email Address: sbsez@msn.com

*[Handwritten Signature: Barry Michael Briskman]*

Buyer's Signature  
Home: (206) ~~563-9931~~ / Cell: (206) 999-4558  
*567-5289 602-538-0259*

*[Handwritten Signature: Mark Lee Larsen]*

Buyer's Signature  
P.O. Box 212, Vashon, Washington 98070  
Home Address: 9825 SW 216<sup>th</sup> Street, Vashon, Washington 98070  
Email Address: larsen6@comcast.net

*[Handwritten Signature: Paula Jean Larsen]*

Buyer's Signature  
Home: (206) ~~563-9200~~ / Cell: (602) 538-0559  
*463-9931 206 999-4658*

Listing Broker: King County

Seller's Signature: \_\_\_\_\_

Its: \_\_\_\_\_

King County Administration Building  
500 4<sup>th</sup> Street, Room 500  
Seattle, Washington 98104

Listing Broker: Robert Thompson

*[Handwritten Signature: Anne Lockmiller] 9-28-09*

Listing Licensee: Anne Lockmiller  
anne.lockmiller@kingcounty.gov

(206) 205-5638

**VACANT LAND 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, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- 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 county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 for the costs thereof.
- 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.
- 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, with homeowner's additional protection and inflation protection endorsements if available at no additional cost, 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 agrees to 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 Agent, Buyer 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 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.
- 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 county recording office is closed. 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.
- 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 agrees to 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

Initials: BUYER: [Signature] DATE: 9-28-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 BUYER: [Signature] DATE: 9/28/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

**VACANT LAND PURCHASE AND SALE AGREEMENT**  
**GENERAL TERMS**  
(continued)

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. 57-59

**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 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 such delinquencies 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. 14, 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). 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 encumbrances at the time of Closing, or 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. 15. 60-74

**h. 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. 75-79

**i. 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. 80-83

**j. 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. Actual receipt by Selling Licensee of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, 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. 84-97

**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 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. 98-109

Initials: BUYER: [Signature] DATE: 9-28-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 110  
 BUYER: [Signature] DATE: 9/28/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 111



VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS

- v. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No. 17 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this made by the Seller, Listing Agent or Selling Licensee. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 17, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.
- w. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term 16. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Licensee. In addition, Licensees do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. 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. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third party service providers.
- y. **Disclosures in Form 17 or 17C.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17 or 17C, whichever is applicable), Buyer may bring an action in tort to recover economic losses resulting from intentional misrepresentations in Form 17 or 17C; and if the parties so agree in Specific Term No. 8, Buyer may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions in Form 17 or 17C. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 8, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17 or 17C, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17 or 17C. Buyer maintains the right to bring any and all claims permitted under the common law, including fraudulent concealment. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller.

Initials: BUYER: MSJ x PAB DATE: 9-28-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 216  
BUYER: PJL x ALB DATE: 9/28/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 217

**VACANT LAND PURCHASE AND SALE AGREEMENT**

**EXHIBIT A – LEGAL DESCRIPTION**

**FOR VASHON ISLAND POLE YARD  
ASSESSOR'S PARCEL #082203-9040**

That portion of Section 8, Township 22 North, Range 3 East, W.M., in King County, Washington, described as follows:

Beginning at the quarter corner between Sections 7 and 8 in said Township;  
Thence north on the Section line 209 feet;  
Thence east 209 feet;  
Thence south 209 feet;  
Thence west 209 feet to the point of beginning;

EXCEPT the west 30 feet thereof for road.

**End of Description**

9/30/09

We authorize Paula and Mark Jensen  
to receive and disperse all  
email pursuant to the purchase  
of the Pole yard.

Sharon L. Bushman  
Barry M. Bushman

LAND & ACREAGE ADDENDUM

The following is part of the Purchase and Sale Agreement dated September 28, 2009  
between Barry Michael Briskman, Sharon Lee Briskman, Paula Jean Larsen, and Mark Lee Larsen ("Buyer")  
and King County ("Seller")  
concerning Assessor's Parcel Number 082203-9040 ("the Property")

1. BUYER ACKNOWLEDGMENTS. If Buyer has any questions regarding the Property, Buyer is advised to make the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES:

- a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the Property.
- b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing Agent nor the Selling Licensee shall be responsible for any discrepancies in boundary lines, information regarding the size of the Property, identification of easements or encroachment problems.
- c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is suitable for any needed on-site sewage disposal system and related equipment.
- d. A generally accepted method for determining water quality from any well or other water delivery system is to have tests conducted by professionals certified by the Department of Ecology for items such as bacteria and nitrates, and a generally accepted method for determining water quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer understands that the results of such tests only provide information regarding water quality or quantity at the time of the test(s) and provide no representation or guarantee that results will not change or vary at other times.
- e. If the Property is currently taxed at a reduced rate because a special classification such as open space, agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required to be paid if the use classification is changed or withdrawn at Closing or in the future.
- f. A generally accepted method for determining the value of timber growing on the Property is to have a qualified forester or forest products expert "cruise" the Property and give a written valuation.
- g. If there is an on-site sewage disposal system on the Property and the system has not been recently used, Buyer should consider conducting a purge test and other inspections to determine whether there are any defects in the system.
- h. Additional tests or inspections of the Property may be required by local or state governmental agencies before title to the Property is transferred.

Initials: BUYER: MHB DATE: 9-30-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: SLB DATE: 9/30/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

**LAND & ACREAGE ADDENDUM**  
 (continued)

**2. CONTINGENCIES:**

- a. **General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. The work to be performed shall be timely ordered by the party responsible for payment, except for the Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for ordering the work and fails to timely do so, Seller will be in breach of the Agreement.
- b. **Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within the applicable contingency period, then the respective contingency shall be deemed waived.
- c. **Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement fails to close as a consequence of a Seller's breach, the costs of the following shall be born by the Seller:

Paid by Buyer	Paid by Seller		Contingency period (10 days if not filled in)
<input type="checkbox"/>	<input type="checkbox"/>	i. <b>Survey.</b> Completion of survey to verify information regarding the Property as listed in 1(b).	<u>14</u> days
<input type="checkbox"/>	<input type="checkbox"/>	ii. <b>Perc Test.</b> Perc or similar test indicating that the Property is suitable for installation of conventional septic system and drainfield. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	<u>14</u> days
<input type="checkbox"/>	<input type="checkbox"/>	iii. <b>On-Site Sewage System.</b> The system to be pumped and inspected by a qualified professional to determine that the system is readily accepting effluent and the system has no apparent defects. (If VA Financing is used, Lender may require certification of system.)	<u>14</u> days
<input type="checkbox"/>	<input type="checkbox"/>	iv. <b>Water Quality.</b> Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and standards of the governing county. Water quality tests to be performed by a qualified professional.	<u>14</u> days
<input type="checkbox"/>	<input type="checkbox"/>	v. <b>Water Quantity.</b> Water quantity tests (4 hour draw down test or other test selected by Buyer) showing a sustained flow of _____ g.p.m., which Buyer agrees will be adequate to reasonably meet Buyer's needs. Water quantity test to be performed by a qualified professional.	<u>14</u> days
<input type="checkbox"/>	<input type="checkbox"/>	vi. <b>Timber.</b> Timber cruise conducted by a qualified forest products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion.	<u>14</u> days

Initials: BUYER: MJL/pjl DATE: 9-30-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 BUYER: JTB/... DATE: 9/30/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

LAND & ACREAGE ADDENDUM  
(continued)

3. ADDITIONAL PROVISIONS (check as applicable)

- Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency set forth in Specific Term 17 and General Term "V" of Form 25 (Vacant Land Purchase and Sale Agreement). Completion of a feasibility study and determination. In Buyer's sole discretion, that the Property and any matters affecting the Property including, without limitation, the condition of any improvements to the Property, the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical area on the Property, the number and location of approved road approaches from public roads, and the presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing any investigations, Buyer shall not interfere with any existing tenants' operations on the Property.

This feasibility study contingency shall conclusively be deemed waived unless within \_\_\_\_\_ (10 days if not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer.

- Irrigation and Water.** Seller warrants that there are \_\_\_\_\_ shares of \_\_\_\_\_ irrigation water rights and \_\_\_\_\_ shares of \_\_\_\_\_ frost water rights applicable to the Property, all of which will be transferred to Buyer at Closing.
- Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the Closing Date, there are no defaults under the lease and no condition exists or event has occurred or failed to occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the extent delegated to and assumed by Buyer hereunder.
- Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or before \_\_\_\_\_. A party shall conclusively be deemed to have waived this contingency unless notice in conformance with this Agreement is provided to the other party by the foregoing date.
- Crops.** Unless otherwise agreed in writing Seller has the right to harvest all growing crops in the ordinary course of business until the possession date.
- Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of the Agreement:  portable buildings  sheds and other outbuildings  game feeders  livestock feeders and troughs  irrigation equipment  fuel tanks  submersible pumps  pressure tanks  corrals and pens  gates and fences  chutes  other: \_\_\_\_\_
- The value assigned to the personal property included in the sale shall be \$ \_\_\_\_\_. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.
- CRP Program.** Buyer must assume all Conservation Reserve Program contracts and agree to continue them through the expiration date of each such contract. All documentation for the assumption will be completed at closing and must be approved by Farm Service Agency of the USDA prior to Closing. Any Conservation Reserve Program payments shall be prorated as of Closing.

Initials: BUYER: MH/pjl DATE: 9-30-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: [Signature] DATE: 9/30/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

4. **DOCUMENT REVIEW PERIOD.** If this box is checked, Seller shall deliver to Buyer a copy of the following documents within \_\_\_\_\_ (20 days if not filled in) of mutual acceptance:

Title Report

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 10 days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document 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.

5. **ADDITIONAL INSPECTIONS.** If this box is checked and if a qualified professional performing any inspection of the Property recommends further evaluation of the Property, Buyer shall have an additional 10 (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement.

**6. TAX DESIGNATION.**

- a. **Classification of Property.** Seller represents that the Property is classified as  open space;  farm and agricultural;  timberland under Chapter 84.34 RCW.
- b. **Removal from Classification.** Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by  Seller;  Buyer;  both Seller and Buyer in equal shares (Seller if no box is checked).
- c. **Notice of Classification Continuance.** In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.

Initials: BUYER: MH/HL DATE: 9-30-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: [Signature] DATE: 9/30/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER DISCLOSURE STATEMENT †  
UNIMPROVED PROPERTY

SELLER: KING COUNTY

† To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home (not including property defined as "timber land" under RCW 84.34.020). See RCW Chapter 64.06 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 EAST SIDE OF VASHON HIGHWAY SW @ 21600 BLOCK, APN 082203-9040

CITY VASHON, 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.

1. TITLE

	YES	NO	DON'T KNOW
A. Do you have legal authority to sell the property? If no, 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(1) First right of refusal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Option	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Life estate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*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"/>
*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"/>
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*K. Are there any covenants, conditions, or restrictions recorded against title to 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: AKL DATE: 10-19-09 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

**2. WATER**

**A. Household Water**

- (1) Does the property have potable water supply? 57
- (2) If yes, the source of water for the property is: 58
  - Private or publicly owned water system 59
  - Private well serving only the property 60
  - \*  Other water system 61
  - \*If shared, are there any written agreements? 62
- \* (3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? 63
- \* (4) Are there any problems or repairs needed? 64
- (5) Is there a connection or hook-up charge payable before the property can be connected to the water main? 65
- (6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.) 66
- (7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.) 67
  - (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? 68
  - \* (b) If yes, has all or any portion of the water right not been used for five or more successive years? 69
  - (c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day? 70
- \* (8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? 71

**B. Irrigation Water**

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.) 72
  - (a) If yes, has all or any portion of the water right not been used for five or more successive years? 73
  - (b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? 74
- \* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies irrigation water to the property: 75

**C. Outdoor Sprinkler System**

- (1) Is there an outdoor sprinkler system for the property? 76
- \* (2) If yes, are there any defects in the system? 77
- \* (3) If yes, is the sprinkler system connected to irrigation water? 78

**3. SEWER/SEPTIC SYSTEM**

**A. The property is served by:**

- Public sewer system 79
- On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 80
- Other disposal system 81

Please describe: There is no sewer connection for this property. 82

**B. 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?** 83

YES	NO	DON'T KNOW	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	57
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	58
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	59
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	60
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	61
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	62
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	63
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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	66
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	67
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	68
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	69
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	70
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	71
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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	99
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	100
			101
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	102
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	103

SELLER'S INITIAL: QJZ DATE: 10-19-09

SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ 104

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

	YES	NO	DON'T KNOW	105 106 107
<b>C. If the property is connected to an on-site sewage system:</b>				
* (1) Was a permit issued for its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	108
* (2) Was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	109
(3) Is the septic system a pressurized system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	110
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
* (5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	112
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	113 114
If no, please explain: _____				115
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? <i>SELLER UNDERSTANDS THAT NO SEWER IS AVAILABLE TO THIS SITE, BUYER TO CONFIRM</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116 117
<b>4. ELECTRICAL/GAS</b>				118
A. Is the property served by natural gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	119
B. Is there a connection charge for gas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120
C. Is the property served by electricity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	121
D. Is there a connection charge for electricity?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
* E. Are there any electrical problems on the property? <i>SELLER UNDERSTANDS FROM PGE THAT GAS &amp; ELECTRICAL ARE IN STREET BUYER TO CONFIRM</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	123
<b>5. FLOODING</b>				124
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	125
<b>6. SOIL STABILITY</b>				126
* A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	127
<b>7. ENVIRONMENTAL</b>				128
* 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 type="checkbox"/>	<input checked="" type="checkbox"/>	129 130
* 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"/>	131
* 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"/>	132 133
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	134
* 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"/>	135 136 137
* F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	138
* G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	139
* 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 type="checkbox"/>	<input checked="" type="checkbox"/>	140 141
* I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	142
* J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	143
* K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	144
SELLER'S INITIAL: <u>QEZ</u> DATE: <u>10-19-09</u>				145
SELLER'S INITIAL: _____      DATE: _____				

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

	YES	NO	DON'T KNOW	
<b>8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>				146
A. Is there a homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	147
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, fining policy, and other information that is not publicly available:				148
_____				149
				150
				151
				152
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	153
_____ per <input type="checkbox"/> month <input type="checkbox"/> years				154
<input type="checkbox"/> Other _____				155
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	156
*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"/>	157
				158
				159
				160
<b>9. OTHER FACTS</b>				160
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	161
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	162
*C. Is the property classified or designated as forest land or open space?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	163
D. Do you have a forest management plan? If yes, attach.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
*E. Have any development-related permit applications been submitted to any government agencies? If the answer to E is "yes", what is the status or outcome of those applications?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	165
_____				166
				167
				168

<b>10. FULL DISCLOSURE BY SELLERS</b>				169
A. Other conditions or defects:				170
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	171
				172
B. Verification				173
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.				174
Date: <u>10/19/2009</u>	Date: _____			175
Seller: <u>David Schuller for King County</u>	Seller: _____			176
				177
				178
				179

**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.

SELLER'S INITIAL: DS DATE: 10-19-09 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

Form 17C  
Rev. 7/09  
Page 5 of 6

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

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ALL RIGHTS RESERVED

- II. BUYER'S ACKNOWLEDGEMENT 191
- Buyer hereby acknowledges that: 192
- 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. 193 194
- 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. 195 196
- 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. 197 198
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 199
- 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). 200 201

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. MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 202 203 204 205 206 207

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. 208 209

DATE: 10/27/09 DATE: 10/27/09 210  
 BUYER: Bruce M. Briskman BUYER: Sharon J. Briskman 211

**BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 212**

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. 213 214

DATE: 10/27/09 DATE: 10/27/09 215  
 BUYER: Bruce M. Briskman BUYER: Sharon J. Briskman 216

**BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 217**

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. 218 219 220

DATE: 10/27/09 DATE: 10/27/09 221  
 BUYER: Bruce M. Briskman BUYER: Sharon J. Briskman 222

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). 223 224

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SELLER'S INITIAL: BB DATE: 10-19-09 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ 233

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

**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 the Buyer and Seller.
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DATE: 10-26-09 DATE: 10-26-09  
 BUYER: [Signature] BUYER: Paula Jarsen

**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: 10-26-09 DATE: 10-26-09  
 BUYER: [Signature] BUYER: Paula Jarsen

**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. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

DATE: 10-26-09 DATE: 10-26-09  
 BUYER: [Signature] BUYER: Paula Jarsen

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).

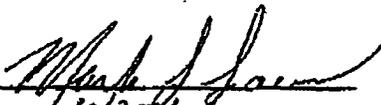
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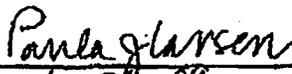
SELLER'S INITIAL: [Signature] DATE: 10-19-07 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**Amendment to the Vacant Land Purchase and Sale Agreement (the Agreement)  
 for Assessor's Parcel Number 082203-9040  
 Located at SW 216<sup>th</sup> Street and Vashon Highway, Vashon, Washington  
 Dated September 28, 2009,  
 between King County as Seller, and  
 Mark & Paula Larsen and Sharon & Barry Briskman, as Buyers**

- 1) Parties agree documents pertinent to the above-referenced sale may be signed, scanned, and delivered via email.
- 2) The deadline for *Feasibility Contingency Expiration Date* of October 12, 2009, as referenced in item #17 in the Agreement, is hereby extended to submission of Buyers' written approval or disapproval of those inspections no later than Monday, November 2, 2009.
- 3) As referenced in item 9 of the Agreement, Pacific Northwest Title Company (PNWT) will provide Title Insurance. King County placed an order for a Preliminary Title Report with the Seattle office of PNWT on Wednesday, October 21, 2009, with a request for delivery mailed directly to Buyers. Contact at PNWT can be either Rob Chelton or Curtis Goodwin, at (206) 343-1327.
- 4) As referenced in item 10 of the Agreement, Island Escrow Service in Vashon, Washington will be the Closing Agent. The parties agree that escrow will be opened with Island Escrow Service upon approval of the Agreement by King County Council. While awaiting Council approval, King County Treasurer will hold Buyers' earnest money deposits totaling \$2,000.
- 5) Buyers are aware that King County Council approval is not anticipated until early 2010.
- 6) King County emailed the required *Form 17C, Seller's Disclosure Statement*, to Buyers on Wednesday, October 21, 2009. A follow-up hard copy was mailed to each Buyer on Wednesday, October 22, 2009, as well.

Signed and acknowledged:

Buyer:   
 Dated: 10/25/09

Buyer:   
 Dated: 10-26-09

Buyer: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Buyer: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Seller: \_\_\_\_\_

Dated: \_\_\_\_\_

**Amendment to the Vacant Land Purchase and Sale Agreement (the Agreement)  
 for Assessor's Parcel Number 082203-9040  
 Located at SW 216<sup>th</sup> Street and Vashon Highway, Vashon, Washington  
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- 6) King County emailed the required *Form 17C, Seller's Disclosure Statement*, to Buyers on Wednesday, October 21, 2009. A follow-up hard copy was mailed to each Buyer on Wednesday, October 22, 2009, as well.

Signed and acknowledged:

Buyer: Sharon Briskman  
 Dated: 10/29/09

Buyer: Barry Briskman  
 Dated: 10/29/09

Buyer: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Buyer: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Seller: \_\_\_\_\_

Dated: \_\_\_\_\_

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

The following is part of the Purchase and Sale Agreement dated September 28, 2009 1  
between Barry Michael Briskman & Sharon Lee Briskman & Paula Jean Larsen & Mark Lee Larsen ("Buyer") 2  
and King County ("Seller") 3  
concerning Parcel 082203-9040 (S 209 Ft of W 209 Ft of SW 1/4 of NW 1/4 Less Co Rd) ("the Property") 4

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

1) All contingencies available to Buyers in the Land & Acreage Addendum, executed by Buyers on September 30, 2009, have been satisfied and are hereby waived by Buyers. 6-9

Most particularly: 10

Buyers are satisfied as to condition of title and waive the "Document Review Period" as defined in Item 4 of the Land & Acreage Addendum. Buyer and Seller acknowledge that upon conveyance of title to Buyers, Seller will no longer maintain the asphalt within the easement area on the south 30 feet of the Property. 11-15

Buyers are satisfied as to the condition of the property and waive all Contingencies as defined in the Land & Acreage Addendum. 16-18

BUYERS: 19-21

Barry Michael Briskman, Dated 22

Sharon Lee Briskman, Dated 23

Paula Jean Larsen  
Paula Jean Larsen, Dated 11-5-09 24-25

Mark Lee Larsen  
Mark Lee Larsen, Dated 11-5-09 26-27

SELLER: 28-30

KING COUNTY 31-33

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 34

AGENT (COMPANY) 35

BY: 36-37

Initials: BUYER: MB DATE: 11-5-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 44  
BUYER: PL DATE: 11-5-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 45

Form 34  
Addendum/Amendment to P & S  
Rev. 5/98  
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 September 28, 2009 1  
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7  
8  
9

Most particularly: 10  
11

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13  
14  
15  
16

Buyers are satisfied as to the condition of the property and waive all Contingencies as defined in the Land & Acreage Addendum. 17  
18  
19  
20

BUYERS: 21

Barry Michael Briskman  
Barry Michael Briskman, Dated 11/10/09 22  
23  
24  
25  
26  
27  
28  
29

Sharon Lee Briskman  
Sharon Lee Briskman, Dated 11/10/09 30  
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Paula Jean Larsen, Dated \_\_\_\_\_

Mark Lee Larsen, Dated \_\_\_\_\_

SELLER: 39  
40  
41  
42  
43  
44  
45

KING COUNTY

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

AGENT (COMPANY) \_\_\_\_\_ 42

BY: \_\_\_\_\_ 43

Initials: BUYER: SLB DATE: 11/10/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 44  
BUYER: MLB DATE: 11/10/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 45

Form 22K  
Modification of UNRELES Addendum  
Rev. 8/03  
Page 1 of 1

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

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The following is part of the Purchase and Sale Agreement dated September 28, 2009 1  
between Barry Michael Briskman, Sharon Lee Briskman, Paula Jean Larsen, and Mark Lee Larsen ("Buyer") 2  
and King County ("Seller") 3  
concerning Assessor's Parcel Number 082203-9040 (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 VASHON WATER DISTRICT 19 9  
Address 17630 100th AVENUE SW 10  
City, State, Zip \_\_\_\_\_

**SEWER DISTRICT:**

Name VASHON, WASHINGTON 98070 11  
Address N/A 12  
City, State, Zip \_\_\_\_\_ 13

**IRRIGATION DISTRICT:**

Name N/A 14  
Address \_\_\_\_\_ 15  
City, State, Zip \_\_\_\_\_ 16

**GARBAGE:**

Name \_\_\_\_\_ 17  
Address \_\_\_\_\_ 18  
City, State, Zip \_\_\_\_\_ 19

**ELECTRICITY:**

Name PUGET SOUND ENERGY 20  
Address 18125 VASHON HIGHWAY SW 21  
City, State, Zip \_\_\_\_\_ 22

**GAS:**

Name VASHON, WASHINGTON 98070 23  
Address SAME AS ELECTRICITY 24  
City, State, Zip \_\_\_\_\_ 25

**SPECIAL DISTRICT(S):**

(local improvement districts or utility local improvement districts)

Name N/A 26  
Address \_\_\_\_\_ 27  
City, State, Zip \_\_\_\_\_ 28

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within 20 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: [Signature] DATE: 1-22-10 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 37  
BUYER: [Signature] DATE: 2-1-10 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 38

Form 22K  
Identification of Utilities Addendum  
Rev. 8/03  
Page 1 of 1

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All Rights Reserved

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

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**WATER DISTRICT:** 8

Name VASHON WATER DISTRICT 19 9  
Address 17630 100th AVENUE SW 10  
City, State, Zip

**SEWER DISTRICT:**

VASHON, WASHINGTON 98070 11  
Name N/A 12  
Address 13  
City, State, Zip

**IRRIGATION DISTRICT:**

Name N/A 14  
Address 15  
City, State, Zip 16

**GARBAGE:**

Name 17  
Address 18  
City, State, Zip 19

**ELECTRICITY:**

Name PUGET SOUND ENERGY 20  
Address 18125 VASHON HIGHWAY SW 21  
City, State, Zip 22

**GAS:**

VASHON, WASHINGTON 98070 23  
Name SAME AS ELECTRICITY 24  
Address 25  
City, State, Zip

**SPECIAL DISTRICT(S):**

(local improvement districts or utility local improvement districts)

N/A 26  
Name 27  
Address 28  
City, State, Zip

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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: [Signature] DATE: 1/22/10 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 37  
BUYER: [Signature] DATE: 1/30/10 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 38

## NOTICE TO PURCHASER

If there is no reasonable access to a public sanitary sewer system from the parcel you are thinking of buying, you must install a private sewer system approved by the King County Department of Public Health in order to build a house or any structure which will be used for human habitation. No building permits are issued for parcels that cannot have access to approved public or approved private sewer systems. No permit will be issued for and no on-site sewage systems may be located on this parcel unless it has received site design approval by the King County Department of Public Health before application for a building permit. Before you enter into an agreement to purchase this parcel, you should contact the King County Department of Public Health to determine the procedures for installing a private sewer system.

Your seller may have had an evaluation of on-site sewage system feasibility made on the parcel by a registered civil or sanitary engineer or certificated sewage disposal system designer. If so, that fact and the conclusions of the evaluation appear below.

(Ord. 14507 § 3, 2002; Ord. 1490 § 2, 1973).

## SELLER'S REPRESENTATIONS

### ON-SITE SEWAGE SYSTEM EVALUATION

No on-site sewage system evaluations have been conducted on the Property situated in the State of Washington, and described as follows:

That portion of Section 8, Township 22 North, Range 3 East, W.M., in King County, Washington, described as follows:

Beginning at the quarter corner between Sections 7 and 8 in said Township;

Thence north on the Section line 209 feet;

Thence east 209 feet;

Thence south 209 feet;

Thence west 209 feet to the point of beginning;

EXCEPT the west 30 feet thereof for road.

I have no knowledge material to a determination whether an on-site sewage system may be installed on this parcel.

**I represent that the statements above are true.**

\_\_\_\_\_  
Stephen L. Salyer, Manager Real Estate Services Section  
King County Facilities Management Division  
Department of Executive Services

\_\_\_\_\_  
(date)

**BUYERS' SIGNATURES**

We have read this statement and understand its contents.

\_\_\_\_\_  
Mark Lee Larsen

\_\_\_\_\_  
Paula Jean Larsen

\_\_\_\_\_  
Barry Michael Briskman

*Sharon Lee Briskman*  
\_\_\_\_\_  
Sharon Lee Briskman

\_\_\_\_\_  
(date)

*1/22/10*  
\_\_\_\_\_  
(date)

**WAIVER (IN THE ALTERNATIVE)**

We have read this disclosure form and understand its contents. We waive vendor's disclosure [ ] unconditionally. (Or) [ ] upon the condition this sale will not be closed unless this parcel is subjected to an on-site sewage system evaluation that meets the requirements of the King County Department of Public Health.

\_\_\_\_\_  
Mark Lee Larsen

\_\_\_\_\_  
Paula Jean Larsen

*Barry Michael Briskman*  
\_\_\_\_\_  
Barry Michael Briskman

*Sharon Lee Briskman*  
\_\_\_\_\_  
Sharon Lee Briskman

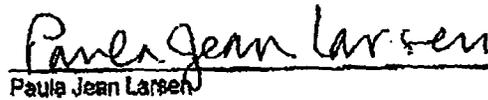
*1/22/10*  
\_\_\_\_\_  
(date)

*1/22/10*  
\_\_\_\_\_  
(date)

**BUYERS' SIGNATURES**

We have read this statement and understand its contents.

  
Mark Lee Larsen

  
Paula Jean Larsen

Barry Michael Briskman

Sharon Lee Briskman

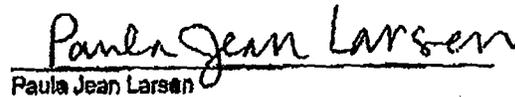
2-19-2010  
(date)

02-19-2010  
(date)

**WAIVER (IN THE ALTERNATIVE)**

We have read this disclosure form and understand its contents. We waive vendor's disclosure [ ] unconditionally. (Or [ ] upon the condition this sale will not be closed unless this parcel is subjected to an on-site sewage system evaluation that meets the requirements of the King County Department of Public Health.

  
Mark Lee Larsen

  
Paula Jean Larsen

Barry Michael Briskman

Sharon Lee Briskman

2-19-2010  
(date)

02-19-2010  
(date)

May 10, 2010

The Honorable Bob Ferguson  
Chair, King County Council  
Room 1200  
COURTHOUSE

Dear Councilmember Ferguson:

Attached is a proposed ordinance authorizing King County's sale of surplus real property referred to as the Pole Yard property, to Mark Lee and Paula Larsen, and Barry Michael and Sharon Lee Briskman. This property is a residentially zoned vacant lot located on Vashon Island within Council District Eight.

The .86-acre subject property was acquired by King County in 1906 as part of its development of the Vashon Island Highway. The parcel subsequently served as a storage yard and became known as the "Pole Yard." It is now an unused asset of the King County Department of Transportation, Roads Services Division (Roads). The site is a somewhat level, square-shaped, residential parcel zoned RA5 in unincorporated King County on Vashon Island. It fronts the east side of Vashon Highway SW in the 21600 block (Assessor's Parcel Number 082203-9040).

The Pole Yard has no water service as the local water utility, Vashon Water District 19, established a moratorium on new residential water lines in the 1990s. No sewer system is available and the property has insufficient room for both a well and septic system. Natural gas and electric service are available.

Roads has identified no further need for the Pole Yard and has declared it surplus. Pursuant to King County Code 4.56.100, notices were circulated to other county departments by the Facilities Management Division (FMD). No agency has expressed interest and the Pole Yard does not meet the criteria for affordable housing as it is located in a rural area with no access to sewer or water. Pursuant to King County Code 4.56.100, FMD declared the Pole Yard surplus to the King County's present and foreseeable needs on September 1, 2009.

The Honorable Bob Ferguson  
May 10, 2010  
Page 2

The Pole Yard was appraised for \$20,000. Pursuant to King County Code 4.56.100(4), FMD listed it for sale with the Northwest Multiple Listing Service. Two adjacent residential owners (the Larsens and Briskmans) offered the full list price of Twenty Thousand Dollars (\$20,000). Their plan is to maintain the property as a small park-like lot for the local residents to enjoy as a neighborhood retreat. The buyers have provided proof of their ability to purchase for cash upon approval of the sale, and all contingencies in the sale agreement have been waived. Pursuant to King County Code 4.56.080, the council must approve the sale of county-owned real property.

King County staff recommends the proposed transaction as being consistent with the highest and best use of the property. Roads has not used this property in many years and is pleased to release it from its inventory.

Should you have any questions, please contact Kathy Brown, Facilities Management Division Director, at 206-296-0630.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Tom Bristow, Chief of Staff  
          Anne Noris, Clerk of the Council  
Dwight Dively, Director, Office of Management and Budget (OMB)  
Sid Bender, Capital Budget Supervisor, OMB  
Caroline Whalen, County Administrative Officer, Department of Executive  
    Services (DES)  
Kathy Brown, Director, Facilities Management Division, DES  
Harold Taniguchi, Director, Department of Transportation (DOT)  
Linda Dougherty, Division Director, Roads Services Division, DOT

FISCAL NOTE

Ordinance/Motion No. 00-	
Title:	Vashon Island Pole Yard - Tax Lot 082203-9040
Affected Agency and/or Agencies:	Road Services Division - CIP and FMD- Real Estate Services
Note Prepared By:	Florencia Donato - Road Services Division
Note Reviewed By:	

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund/Agency	Fund Code	Revenue Source	Current Year	1st Year	2nd Year	3rd Year
RES	6980	Sale of APN 082203-9040	2,710	0	0	0
Road Fund (Roads CIP)	3860	39512	17,290			
<b>TOTAL</b>			<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

Revenues from sale proceeds will be transferred to Roads CIP fund 3860 via interfund transfer

Expenditures from:

Fund/Agency	Fund Code	Department	Current Year	1st Year	2nd Year	3rd Year
Road Fund (Roads CIP)	3860	0737	2,710	0	0	0
<b>TOTAL</b>			<b>2,710</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditures by Categories Labor charges from Real Estate Services to be reimbursed by Roads CIP

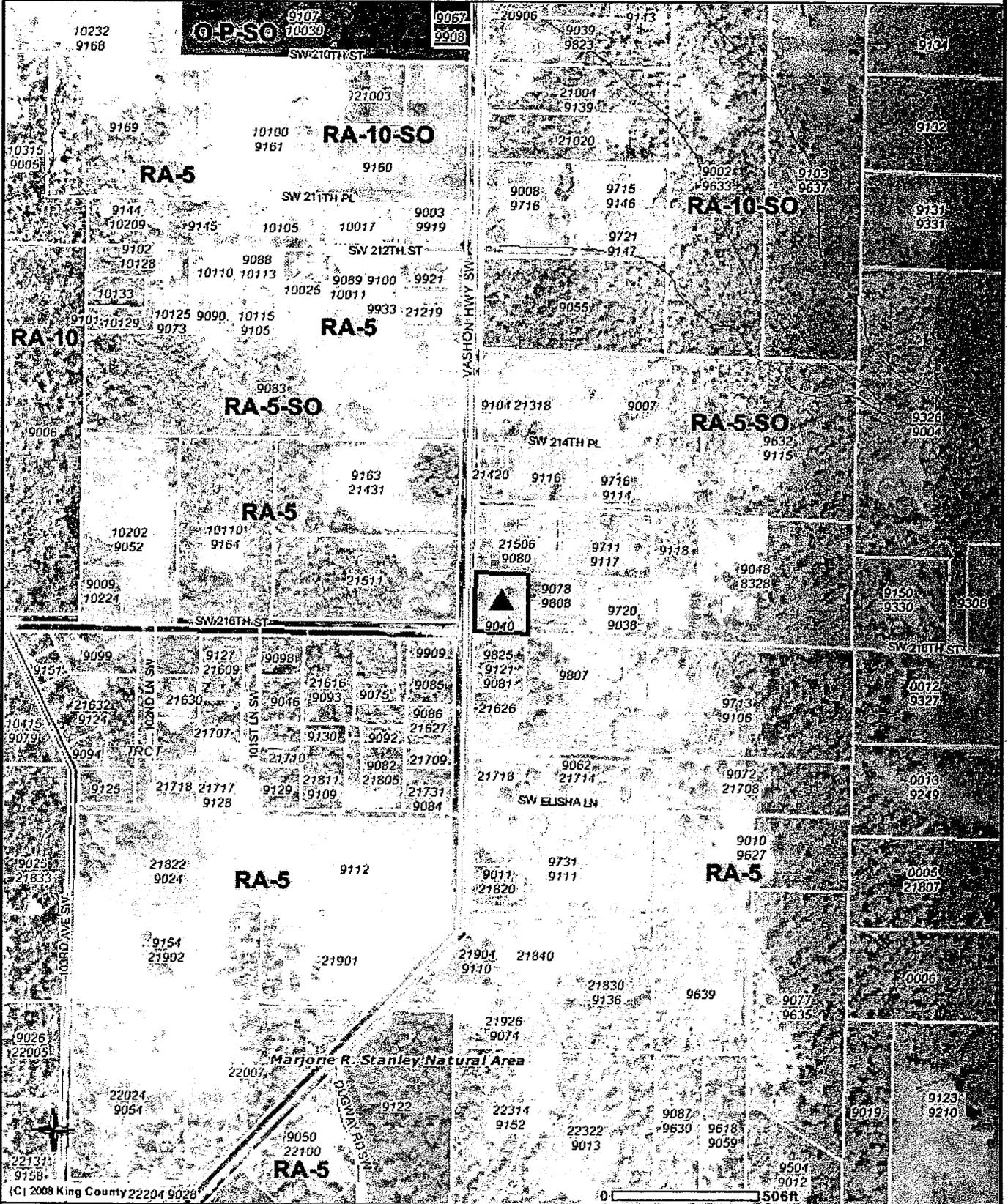
	Current Year	1st Year	2nd Year	3rd Year
Option 001	0	0	0	0
Option 002 Purchase of Yard arm and For Sale sign	100	0	0	0
Option 003	0	0	0	0
Option 007	0	0	0	0
Option 008 Listing, PSA, Appraisal and Appraisal Review	2,610	0	0	0
Option 009	0	0	0	0
<b>TOTAL</b>	<b>2,710</b>	<b>0</b>	<b>0</b>	<b>0</b>

Notes:

Expenditures are estimates for King County FMD Real Estate Services Staff labor and supplies.  
 Anne Lockmiller - Listing, PSA, and Ordinance work - 5% of total sales price @ \$20,000 = \$ 1000  
 Denise Hauck - Appraisal work - 11.5 hours @ \$110.45/ hour - \$ 1,270.18  
 Debbie Ayers - Appraisal review, 3 hours @ \$ 113.10/ hours - \$ 339.30  
 Purchase of Yard Arm = \$100



# VASHON ISLAND POLE YARD - VICINITY VIEW



COMMENTS: ASSESSOR'S PARCEL #082203-9040

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



# VASHON ISLAND POLE YARD - VICINITY VIEW

## Legend

 Highlighted Feature

 County Boundary

 Mountain Peaks

 Highways

 Forest Production District Boundary

 Agricultural Production District Boundary

 Urban Growth Area Line

 Incorporated Area

 Streets

 Highway

 Arterials

 Local

 Lakes and Large Rivers

 Streams

 Tribal Lands

 Parcels

 Parks

**Unincorporated KC Zoning**

 A-10 - Agricultural, one DU per 10 acres

 A-35 - Agricultural, one DU per 35 acres

 F - Forest

 M - Mineral

 RA-25 - Rural Area, one DU per 5 acres

 RA-5 - Rural Area, one DU per 5 acres

 RA-10 - Rural Area, one DU per 10 acres

 UR - Urban Reserve, one DU per 5 acres

 R-1 - Residential, one DU per acre

 R-4 - Residential, 4 DU per acre

 R-6 - Residential, 6 DU per acre

 R-8 - Residential, 8 DU per acre

 R-12 - Residential, 12 DU per acre

 R-18 - Residential, 18 DU per acre

 R-24 - Residential, 24 DU per acre

(cont)

 R-48 - Residential, 48 DU per acre

 NB - Neighborhood Business

 CB - Community Business

 RB - Regional Business

 O - Office

 I - Industrial

 Other

2007 Color Aerial Photos (6in)

2007 Color Aerial Photos (12in)

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# VASHON ISLAND POLE YARD - PARCEL VIEW



COMMENTS: ASSESSOR'S PARCEL #082203-9040

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Date: 11/30/2009 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/iMAP>)



# VASHON ISLAND POLE YARD - PARCEL VIEW

## Legend

 Highlighted Feature

 County Boundary

 Mountain Peaks

 Highways

 Forest Production District Boundary

 Agricultural Production District Boundary

 Urban Growth Area Line

 Incorporated Area

 Streets

 Highway

 Arterials

 Local

 Lakes and Large Rivers

 Streams

 Tribal Lands

 Parcels

 Parks

### Unincorporated KC Zoning

 A-10 - Agricultural, one DU per 10 acres

 A-35 - Agricultural, one DU per 35 acres

 F - Forest

 M - Mineral

 RA-2.5 - Rural Area, one DU per 5 acres

 RA-5 - Rural Area, one DU per 5 acres

 RA-10 - Rural Area, one DU per 10 acres

 UR - Urban Reserve, one DU per 5 acres

 R-1 - Residential, one DU per acre

 R-4 - Residential, 4 DU per acre

 R-6 - Residential, 6 DU per acre

 R-8 - Residential, 8 DU per acre

 R-12 - Residential, 12 DU per acre

 R-18 - Residential, 18 DU per acre

 R-24 - Residential, 24 DU per acre

(cont)

 R-48 - Residential, 48 DU per acre

 NB - Neighborhood Business

 CB - Community Business

 RB - Regional Business

 O - Office

 I - Industrial

 Other

2007 Color Aerial Photos (8in)

2007 Color Aerial Photos (12in)

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Date: 11/30/2009

Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/iMAP>)





**KING COUNTY**

**Signature Report**

**July 19, 2010**

**Ordinance**

**Attachment 6**  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Proposed No. 2010-0318.1**

**Sponsors Drago**

1 AN ORDINANCE authorizing King County's sale of a  
2 surplus unimproved residential parcel known as Tax Lot  
3 108 of Section 18, Township 23, Range 3, situated in rural  
4 King County on Vashon Island, Washington, located within  
5 council district eight.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 **SECTION 1. Findings:**

8 A. King County's department of transportation, roads division (roads) is  
9 custodian of a 0.45 acre unimproved residential parcel owned by King County and  
10 located in the 12800 block of Vashon Highway SW, Vashon Island in rural King County.  
11 The property was acquired by King County in 1964 as part of its development of the old  
12 Vashon Highway SW. The site has never been used or developed and has become known  
13 as Tax Lot 108.

14 B. Roads declared Tax Lot 108 surplus to its needs in July of 2009. Pursuant to  
15 K.C.C. 4.56.100, notices were circulated to other county departments by the facilities  
16 management division ("FMD") regarding the road services division's plan to surplus and  
17 sell the property. No agencies expressed interest and the property does not meet the  
18 criteria for affordable housing. Pursuant to the King County Code, FMD declared the  
19 property surplus to the county's present and foreseeable needs on September 1, 2009.

20 C. FMD appraised Tax Lot 108 for \$19,000.

21 D. FMD listed the property for sale with the Northwest Multiple Listing Service,  
22 pursuant to K.C.C. 4.56.100A.4., and an offer was accepted from Ms. Britt Asplund, on  
23 behalf of the Britt Asplund Living Trust, for the full list price of nineteen thousand  
24 dollars. The buyer has provided proof of her ability to purchase for cash upon approval  
25 of the sale, and all contingencies in the sale agreement have been waived.

26 E. Pursuant to K.C.C. 4.56.080, the council must approve sale of county-owned  
27 real property.

28 SECTION 2. The King County council, having determined that sale of the land  
29 described in Attachment A to this ordinance is in the best interest of the county, does

30 hereby authorize the King County executive to enter into the proposed sale and to execute  
31 the necessary documents to deliver Tax Lot 108 to the buyer.  
32

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Robert W. Ferguson, Chair

ATTEST:

---

Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Dow Constantine, County Executive

**Attachments: A. Vacant Land Purchase and Sale Agreement Specific Terms**



# ATTACHMENT A

FROM : BRITT ASPLUND REAL ESTATE

FAX NO. : 206 567 4748

Jan. 13 2010 02:52PM P2

Form 25  
Vacant Land Purchase & Sale  
Revised 1/09  
Page 1 of 5

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Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

## VACANT LAND PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

- Date: September 28, 2009 MLS No.: 2913 8339
- Buyer: Britt Asplund Living Trust
- Seller: King County
- Property: Tax Parcel No(s): 182303-9108 ( King County)  
Street Address: 128XX Vashon Hwy. SW. Vashon, Washington 98070  
Legal Description: Attached as Exhibit A
- Purchase Price: \$ 19,000.00 (Nineteen Thousand <sup>DOLLARS</sup> BA AET All Cash at Closing)
- Earnest Money: (To be held by  Selling Broker;  Closing Agent) KING COUNTY TREASURER BA  
Personal Check: \$2,000.00  
Note: \$ \_\_\_\_\_  
Other ( \_\_\_\_\_ ): \$ \_\_\_\_\_
- Default: (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
- Disclosures in Form 17 or 17C: Buyer will ; will not  have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17 or 17C
- Title Insurance Company: Pacific NW Title of WA, Inc.
- Closing Agent:  a qualified closing agent of Buyer's choice;  Pacific NW Title ISLAND ESCROW BA
- Closing Date: No less than 11 days and no greater than 30 days after King County Council
- Possession Date:  on Closing;  Other \_\_\_\_\_
- Offer Expiration Date: N/A
- Services of Closing Agent for Payment of Utilities:  Requested (attach NWMLS Form 22K);  Waived
- Charges and Assessments Due After Closing:  assumed by Buyer;  prepaid in full by Seller at Closing
- Subdivision: The Property  is subdivided;  must be subdivided on or before \_\_\_\_\_;  
 is not legally required to be subdivided
- Feasibility Contingency Expiration Date:  \_\_\_\_\_ days after mutual acceptance;  Other Contingency Waived
- Agency Disclosure: Selling Licensee represents  Buyer;  Seller;  both parties;  neither party  
Listing Agent represents  Seller;  both parties
- Addenda: 22LA(Land & Acreage 41C(SBCCommission): 22K(Utilities):

<u>Britt Asplund</u> Buyer's Signature	<u>9/28/09</u> Date	_____ Seller's Signature	_____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
<u>12928 Vashon Hwy. SW.</u> Buyer's Address		_____ Seller's Address	
<u>Vashon, Wa. 98070</u> City, State, Zip		_____ City, State, Zip	
<u>206-567-4748</u> Phone	<u>206-567-4748</u> Fax	_____ Phone	_____ Fax
<u>BRITTISLANDER2@AOL.COM</u> Buyer's E-mail Address		_____ Seller's E-mail Address	
<u>ASPLUND REALTY</u> Selling Broker	<u>4631</u> MLS Office No.	_____ Listing Broker	_____ MLS Office No.
<u>Britt Asplund</u> Selling Licensee (Print)	<u>9189</u> MLS LAG No.	_____ Listing Agent (Print)	_____ MLS LAG No.
<u>206-713-1163</u> Phone	_____ Fax	_____ Phone	_____ Fax

VACANT LAND 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, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. 1-4
- b. **Earnest Money.** Buyer 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 county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 for the costs thereof. 5-22
- 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. 23-30
- 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, with homeowner's additional protection and inflation protection endorsements if available at no additional cost, 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 agrees to 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 Agent, Buyer 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 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. 31-43
- 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 county recording office is closed. 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. 44-50
- 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 agrees to 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 51-54

Initials: BUYER: \_\_\_\_\_ DATE: 9-28-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 55  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 58

VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS  
(continued)

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.	57 58 59
<b>g. Closing Costs and Prorations and Charges and Assessments.</b> 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 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 such delinquencies 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. 14, 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). 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 encumbrances at the time of Closing, or 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. 15.	60 61 62 63 64 65 66 67 68 69 70 71 72 73 74
<b>h. Sale Information.</b> 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.	75 76 77 78 79
<b>i. FIRPTA - Tax Withholding at Closing.</b> 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.	80 81 82 83
<b>j. Notices.</b> 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. Actual receipt by Selling Licensee of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, 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.	84 85 86 87 88 89 90 91 92 93 94 95 96 97
<b>k. Computation of Time.</b> 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, 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.	98 99 100 101 102 103 104 105 106 107 108 109
Initials: BUYER: <u>  <u>  </u>  </u> DATE: <u>  <u>  9-28-09  </u>  </u> SELLER: _____ DATE: _____	110
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____	111

**VACANT LAND PURCHASE AND SALE AGREEMENT**  
**GENERAL TERMS**  
(continued)

- l. Facsimile or 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. 112-119
- m. 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. 117-119
- n. 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. 120-122
- o. 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: 123-124

  - 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. 125-126
  - 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. 127-130
- p. 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 agree to 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. 131-134
- q. 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. 135-138
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, 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 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. 139-143
- s. 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. 144-148
- 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." 147-152
- 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. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 153-160

Initials: BUYER:   Lh   DATE:   9-28-09   SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 161  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 162

**VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

- v. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No. 17 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this made by the Seller, Listing Agent or Selling Licensee. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 17, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.
- w. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term 16. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Licensee. In addition, Licensees do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. 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. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third party service providers.
- y. **Disclosures in Form 17 or 17C.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17 or 17C, whichever is applicable), Buyer may bring an action in tort to recover economic losses resulting from intentional misrepresentations in Form 17 or 17C; and if the parties so agree in Specific Term No. 8, Buyer may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions in Form 17 or 17C. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 8, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17 or 17C, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17 or 17C. Buyer maintains the right to bring any and all claims permitted under the common law, including fraudulent concealment. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller.

Initials: BUYER: ba DATE: 9-29-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

**SELLING BROKER'S COMMISSION**

The following is part of the Purchase and Sale Agreement dated September 28, 2009  
between Britt Asplund Living Trust ("Buyer")  
and King County ("Seller")  
concerning Tax Parcel #0182303-9108 ("the Property")

1. **Selling Broker's Commission.** If there is no written listing agreement, Seller agrees to pay Selling Broker a commission of 3 % of sales price or \$ \_\_\_\_\_. If the Earnest Money is retained as liquidated damages, any costs advanced or committed by Selling Broker shall be reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Selling Broker.

*ANNE LOCKMILLER REPRESENTS KING COUNTY  
AS SELLER AND IS THE LISTING AGENT FOR  
THIS PROPERTY. Ba. 9-28-09*

Initials: BUYER: BA DATE: 9-28-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

Form 34  
Addendum/Amendment to P & S  
Rev. 5/96  
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 September 28, 2009 1  
between Britt Asplund Living Trust ("Buyer") 2  
and King County ("Seller") 3  
concerning Tax Lot #182303-9108 ("the Property") 4

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

Earnest Money check in the amount of \$2,000.00 (Two thousand Dollars) shall be held By King County 6  
Treasurer, to whom check has been made payable to. 7  
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9

A King County Lawyer and King County Council, must both approve the offer prior to acceptance. 10  
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

AGENT (COMPANY) ASPLUND REALTY 42

BY: Britt Asplund 43

Initials: BUYER: BA. DATE: 9-30-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 44  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 45

NWMLS Form 34  
Addendum/Amendment to P & S  
Rev. 5/96  
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 SEPT. 28, 2009 1  
between BRITT ASPLUND LIVING TRUST ("Buyer") 2  
and KING COUNTY ("Seller") 3  
concerning TAX PARCEL # 182303-9108 ("the Property") 4

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

BUYER HEREBY REMOVES ALL CONTINGENCIES 6  
RELATED TO THIS PURCHASE & SALE AGREEMENT. 7  
PROCEED TO CLOSING. 8  
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

AGENT (COMPANY) ASPLUND REALTY 42  
BY: Britt Asplund 43

Initials: BUYER: Ba. DATE: 11/20/09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 44  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 45

**VACANT LAND PURCHASE AND SALE AGREEMENT  
BETWEEN KING COUNTY, AS SELLER  
AND BRITT ASPLUND / BRITT ASPLUND LIVING TRUST, AS BUYER  
DATED SEPTEMBER 28, 2009**

**EXHIBIT A – LEGAL DESCRIPTION**

**ASSESSOR'S PARCEL NO. 182303-9108**

That portion of the north 162 feet of the south 1,162 feet of the northwest quarter of the northeast quarter of Section 18, Township 23 North, Range 3 East, W.M., in King County, Washington, lying westerly of the original A.D. Cowan Road (Vashon Island Road) (Vashon Island Road D.L. #3), established May 24, 1910 pursuant to order recorded in Volume 16, King County Board of Commissioners' Records, page 265, and conveyed to King County by deed recorded under Recording Number 679671; EXCEPT that portion lying easterly of a line, 30 feet westerly of and parallel to the centerline of Vashon Island Road D.L. #3 Road Revision, which centerline is described as follows:

Beginning at a point on the centerline of the Vashon Island Road D.L. #3, said point being known as King County Engineer's Station 77+08.74, as surveyed by King County, Road Survey Number 1645;  
Thence along a curve to the right, having a radius of 716.34 feet, a distance of 475.42 feet;

AND EXCEPT that portion lying westerly of a line, 40 feet easterly of and parallel to the centerline of Vashon Highway Southwest (Vashon Heights Road), which centerline is described as follows:

Beginning at a point on the centerline of the Vashon Heights Road (also known as 105th Avenue Southwest) in the northwest quarter of the southeast quarter of Section 7, Township 23 North, Range 3 East, W.M., in King County, Washington, south 01°59'10" east 889.86 feet from the northwest corner of the northwest quarter of the southeast quarter of said Section 7, at King County Engineer's Station 59+98.28 of Survey No. 7-23-3-3;  
Thence south 01°59'10" east 393.49 feet;  
Thence along the arc of a curve to the right having a radius of 716.20 feet a distance of 296.82 feet;  
Thence south 21°45'35" west 426.28 feet;  
Thence along the arc of a curve to the left having a radius of 1,432.40 feet a distance of 570.31 feet;  
Thence south 01°03'10" east 1,703.56 feet;  
Thence along the arc of a curve to the left having a radius of 572.96 feet a distance of 387.00 feet;

Thence south 39°45'10" east 703.03 feet;

**LEGAL DESCRIPTION, APN 182303-9108, continued...**

Thence along the arc of a curve to the right having a radius of 572.96 feet, a distance of 380.67 feet;

Thence south 01°41'10" east 1,053.75 feet;

Thence along the arc of a curve to the left having a radius of 572.96 feet a distance of 473.19 feet;

Thence south 49°00'18" east 1,766.84 feet;

Thence along the arc of a curve to the right having a radius of 572.96 feet a distance of 473.11 feet;

Thence south 01°41'40" east 181.12 feet to a terminus at Engineer's Station 148+00.00 on the east line of the northeast quarter of the northeast quarter (also known as 99th Avenue Southwest) of Section 19, Township 23 North, Range 3 East, W.M., in King County, Washington, south 01°41'40" east a distance of 795 feet, more or less, from the northeast corner of Section 19, Township 23 North, Range 3 East, W.M., in King County, Washington.

**ACKNOWLEDGED:**

*Britt Asplund, Trustee*  
Britt Asplund / Britt Asplund Living Trust

1-12-2010  
Date

\_\_\_\_\_  
Stephen L. Salyer

\_\_\_\_\_  
Date

**NOTICE TO PURCHASER**

If there is no reasonable access to a public sanitary sewer system from the parcel you are thinking of buying, you must install a private sewer system approved by the King County Department of Public Health in order to build a house or any structure which will be used for human habitation. No building permits are issued for parcels that cannot have access to approved public or approved private sewer systems. No permit will be issued for and no on-site sewage systems may be located on this parcel unless it has received site design approval by the King County Department of Public Health before application for a building permit. Before you enter into an agreement to purchase this parcel, you should contact the King County Department of Public Health to determine the procedures for installing a private sewer system.

Your seller may have had an evaluation of on-site sewage system feasibility made on the parcel by a registered civil or sanitary engineer or certificated sewage disposal system designer. If so, that fact and the conclusions of the evaluation appear below.

(Ord. 14507 § 3, 2002; Ord. 1490 § 2, 1973).

**SELLER'S REPRESENTATIONS****ON-SITE SEWAGE SYSTEM EVALUATION**

No on-site sewage system evaluations have been conducted on the Property situated in the State of Washington, and described as follows:

That portion of the north 162 feet of the south 1,162 feet of the northwest quarter of the northeast quarter of Section 18, Township 23 North, Range 3 East, W.M., in King County, Washington, lying westerly of the original A.D. Cowan Road (Vashon Island Road) (Vashon Island Road D.L. #3), established May 24, 1910 pursuant to order recorded in Volume 16, King County Board of Commissioners' Records, page 265, and conveyed to King County by deed recorded under Recording Number 679671; EXCEPT that portion lying easterly of a line, 30 feet westerly of and parallel to the centerline of Vashon Island Road D.L. #3 Road Revision, which centerline is described as follows:

Beginning at a point on the centerline of the Vashon Island Road D.L. #3, said point being known as King County Engineer's Station 77+08.74, as surveyed by King County, Road Survey Number 1645; thence along a curve to the right, having a radius of 716.34 feet, a distance of 475.42 feet;

AND EXCEPT that portion lying westerly of a line, 40 feet easterly of and parallel to the centerline of Vashon Highway Southwest (Vashon Heights Road), which centerline is described as follows:

Beginning at a point on the centerline of the Vashon Heights Road (also known as 105th Avenue Southwest) in the northwest quarter of the southeast quarter of Section 7, Township 23 North, Range 3 East, W.M., in King County, Washington, south 01°59'10" east 889.86 feet from the northwest corner of the northwest quarter of the southeast quarter of said Section 7, at King County Engineer's Station 59+98.28 of Survey No. 7-23-3-3;  
thence south 01°59'10" east 393.49 feet;  
thence along the arc of a curve to the right having a radius of 716.20 feet a distance of 296.82 feet;  
thence south 21°45'35" west 426.28 feet;  
thence along the arc of a curve to the left having a radius of 1,432.40 feet a distance of 570.31 feet;  
thence south 01°03'10" east 1,703.56 feet;  
thence along the arc of a curve to the left having a radius of 572.96 feet a distance of 387.00 feet;

thence south 39°45'10" east 703.03 feet;  
 thence along the arc of a curve to the right having a radius of 572.96 feet, a distance of 380.67 feet;  
 thence south 01°41'10" east 1,053.75 feet;  
 thence along the arc of a curve to the left having a radius of 572.96 feet a distance of 473.19 feet;  
 thence south 49°00'18" east 1,766.84 feet;  
 thence along the arc of a curve to the right having a radius of 572.96 feet a distance of 473.11 feet;  
 thence south 01°41'40" east 181.12 feet to a terminus at Engineer's Station 148+00.00 on the east line of the  
 northeast quarter of the northeast quarter (also known as 99th Avenue Southwest) of Section 19, Township 23  
 North, Range 3 East, W.M., in King County, Washington, south 01°41'40" east a distance of 795 feet, more or  
 less, from the northeast corner of Section 19, Township 23 North, Range 3 East, W.M., in King County,  
 Washington.

I have no knowledge material to a determination whether an on-site sewage system may be installed on this parcel.

I represent that the statements above are true.

\_\_\_\_\_  
 Stephen L. Salyer, Manager Real Estate Services Section  
 King County Facilities Management Division  
 Department of Executive Services

\_\_\_\_\_  
 (date)

**BUYER'S SIGNATURE**

I have read this statement and understand its contents.

*Britt Asplund, Trustee*  
 Britt Asplund for Britt Asplund Living Trust

1-12-2010  
 (date)

**WAIVER (IN THE ALTERNATIVE)**

I have read this disclosure form and understand its contents. I waive vendor's disclosure  unconditionally.  
 (Or)  upon the condition this sale will not be closed unless this parcel is subjected to an on-site sewage  
 system evaluation that meets the requirements of the King County Department of Public Health.

*Britt Asplund, Trustee*  
 Britt Asplund for Britt Asplund Living Trust

\_\_\_\_\_  
 (date)

Form 22K  
Identification of Utilities Addendum  
Rev. 8/03  
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 September 28, 2009 1  
between BRITT ASPLUND / BRITT ASPLUND LIVING TRUST ("Buyer") 2  
and KING COUNTY ("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  
Heights Water District 9  
Address \_\_\_\_\_  
17612 Vashon Highway Southwest, # 102 10  
City, State, Zip \_\_\_\_\_

**SEWER DISTRICT:**

Vashon, Washington 98070 11  
Name \_\_\_\_\_ 12  
N/A 12  
Address \_\_\_\_\_ 13  
City, State, Zip \_\_\_\_\_

**IRRIGATION DISTRICT**

Name \_\_\_\_\_ 14  
N/A 15  
Address \_\_\_\_\_ 16  
City, State, Zip \_\_\_\_\_

**GARBAGE:**

N/A 17  
Name \_\_\_\_\_ 18  
Address \_\_\_\_\_ 19  
City, State, Zip \_\_\_\_\_

**ELECTRICITY:**

Name \_\_\_\_\_ 20  
Puget Sound Energy 21  
Address \_\_\_\_\_  
18125 Vashon Highway 22  
City, State, Zip \_\_\_\_\_

**GAS:**

Vashon, Washington 98070 23  
Name \_\_\_\_\_ 24  
PSE 24  
Address \_\_\_\_\_  
Same as above 25  
City, State, Zip \_\_\_\_\_

**SPECIAL DISTRICT(S):**

(local improvement districts or utility local improvement districts)

Name \_\_\_\_\_ 26  
N/A 27  
Address \_\_\_\_\_  
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: BA DATE: 1-12-2010 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 37  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 38

**Fifth Amendment to the Vacant Land Purchase and Sale Agreement (the Agreement)**  
**for Assessor's Parcel Number 182303-9108**  
**Located in the 12800 Block of Vashon Highway, Vashon, Washington**  
**Dated September 28, 2009,**  
**between King County as Seller and Britt Asplund as Buyer**

1) Upon approval by King County Council of the Agreement, Escrow will be opened with Island Escrow Service on Vashon Island. Form 22K will be submitted to Escrow with the escrow instructions, detailing providers of utilities to the Property: There is no sewer service in this area of Vashon; electric and gas are available from Puget Sound Energy to the site; and Heights Water District has confirmed availability of water to the Property. As there are no current utility service connections to this property, there appear to be no current outstanding utility bills due at close of escrow.

2) Seller's Disclosure Statements to be returned with this amendment:

a) Attached to this amendment is a form required under King County Code 8.60 regarding Seller's Representations of On-Site Sewage System Evaluation to Buyers purchasing County-owned real estate. Buyer is to review and sign either in the section provided for acknowledgement of Seller's disclosure, or in the Waiver section. Buyer is hereby informed that King County as Seller will not be performing any onsite evaluations on the Property, and that the Property is sold as-is / where-is. This form must be returned with this amendment.

b) Form 17 Seller's Disclosure Statement: Buyer is to sign this disclosure statement provided by email to Buyer on Wednesday, October 21, 2009 and sent through the postal service that same date. Buyer was out of the country until November 17<sup>th</sup>, at which time she read the hard copy of the Seller's Form 17 Disclosure Statement. That statement is attached to this addendum and must be returned to Seller with this amendment.

3) Buyer is aware that as Seller, King County is not subject to excise property taxes and none will therefore be due upon conveyance of title. Buyer is also aware that upon conveyance, the King County treasurer will commence assessment of property taxes against the Property, which will then become the responsibility of Buyer.

4) All contingencies of the Agreement have been satisfied and waived except approval by the King County attorney and Council.

5) To clarify discrepancies in Buyer's signatures on the Agreement and subsequent amendments, Buyer's name under this agreement is hereby changed from "Britt Asplund" to "Britt Asplund Living Trust".

Signed and acknowledged:

Buyer: Britt Asplund, Trustee Dated: 1-14-10  
 Britt Asplund Living Trust

Seller: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Stephen L. Salyer, Manager  
 Real Estate Services Section

SELLER DISCLOSURE STATEMENT †  
UNIMPROVED PROPERTY

SELLER: KING COUNTY

† To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home (not including property defined as "timber land" under RCW 84.34.020). See RCW Chapter 64.06 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 EAST SIDE OF VASHON HIGHWAY SW @ 12800 BLOCK, APN 182303-9108

CITY VASHON, 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.

1. TITLE

A. Do you have legal authority to sell the property? If no, please explain.

YES NO DON'T KNOW

\*B. Is title to the property subject to any of the following?

(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

\*C. Are there any encroachments, boundary agreements, or boundary disputes?

\*D. Is there a private road or easement agreement for access to the property?

\*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?

\*F. Are there any written agreements for joint maintenance of an easement or right-of-way?

\*G. Is there any study, survey project, or notice that would adversely affect the property?

\*H. Are there any pending or existing assessments against the property?

\*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?

\*J. Is there a boundary survey for the property?

\*K. Are there any covenants, conditions, or restrictions recorded against title to the property?

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: RLZ DATE: 10-19-09 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

	YES	NO	DON'T KNOW	57 58 59
<b>2. WATER</b>				
<b>A. Household Water</b>				
(1) Does the property have potable water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	60
(2) If yes, the source of water for the property is:				61
<input checked="" type="checkbox"/> Private or publicly owned water system				62
<input type="checkbox"/> Private well serving only the property				63
* <input type="checkbox"/> Other water system				64
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
* (3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	66 67
* (4) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	68
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	69 70
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	71 72
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	73 74
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	75 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 checked="" type="checkbox"/>	77 78
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	79 80
* (8) 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"/>	81
<b>B. Irrigation Water</b>				82
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	83 84
(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 checked="" type="checkbox"/>	85 86
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87 88
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies irrigation water to the property:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	89 90 91
<b>C. Outdoor Sprinkler System</b>				92
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	93
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	94
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	95
<b>3. SEWER/SEPTIC SYSTEM</b>				96
<b>A. The property is served by:</b>				97
<input type="checkbox"/> Public sewer system				98
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)				99
<input type="checkbox"/> Other disposal system				100
Please describe: <u>There is no sewer connection for this property.</u>				101
<b>B. 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?</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	102 103
SELLER'S INITIAL: <u>Abz</u> DATE: <u>10-19-09</u>				104
SELLER'S INITIAL: _____      DATE: _____				

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

	YES	NO	DON'T KNOW	105 106 107
<b>C. If the property is connected to an on-site sewage system:</b>				
* (1) Was a permit issued for its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	108
* (2) Was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	109
(3) Is the septic system a pressurized system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	110
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
* (5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	112
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	113 114
If no, please explain: _____				115
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116 117
<b>4. ELECTRICAL/GAS</b>				118
A. Is the property served by natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	119
B. Is there a connection charge for gas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120
C. Is the property served by electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	121
D. Is there a connection charge for electricity?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
* E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	123
<b>5. FLOODING</b>				124
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	125
<b>6. SOIL STABILITY</b>				126
* A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	127
<b>7. ENVIRONMENTAL</b>				128
* 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 type="checkbox"/>	<input checked="" type="checkbox"/>	129 130
* 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"/>	131
* 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"/>	132 133
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	134
* 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"/>	135 136 137
* F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	138
* G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	139
* 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 type="checkbox"/>	<input checked="" type="checkbox"/>	140 141
* I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	142
* J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	143
* K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	144

SELLER UNDERSTANDS FROM PSE  
THAT ELECTRIC & GAS ARE AVAILABLE  
IN STREET. SOURCE TO CONFIRM

SELLER'S INITIAL: ALZ DATE: 10-19-09 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ 145

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

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**8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

A. Is there a homeowners' association?

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, fining policy, and other information that is not publicly available:

B. Are there regular periodic assessments?

\_\_\_\_\_ per  month  years

Other \_\_\_\_\_

\*C. Are there any pending special assessments?

\*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)?

**9. OTHER FACTS**

\*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?

\*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?

\*C. Is the property classified or designated as forest land or open space?

D. Do you have a forest management plan? If yes, attach.

\*E. Have any development-related permit applications been submitted to any government agencies?

If the answer to E is "yes", what is the status or outcome of those applications?

**10. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

\*Are there any other existing material defects affecting the property that a prospective buyer should know about?

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: 10/19/2009

Date: \_\_\_\_\_

Seller *David Schellenberg for King County*

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.

SELLER'S INITIAL: *DS*

DATE: 10-19-09

SELLER'S INITIAL: \_\_\_\_\_

DATE: \_\_\_\_\_



News Release  
DATE

Contact: Al Sanders  
(206) 296-1685

**Council to Hold Public Hearing on Sale of King County Residential Property in Vashon Island, Washington, within Unincorporated King County (Tax Lot 108)**

The Metropolitan King County Council will hold a public hearing on \_\_\_\_\_, 2010 to take testimony on a proposed ordinance regarding the sale of approximately 19,602 square feet of residentially-zoned King County property on Vashon Island, Washington, within unincorporated King County.

The property is Assessor's Parcel No. 182303-9108, located in the 12800 Block of Vashon Highway.

The purchase agreement provides for King County to transfer ownership upon enactment of the ordinance.

Copies of the proposed ordinance are available upon request from the Clerk of the King County Council, Room W-1025, King County Courthouse, 516 Third Avenue, Seattle, WA 98104, telephone 206-296-1020. The ordinance is also available on the Internet at <http://www.metrokc.gov/mkcc/clerk>.

The public hearing on the proposal to transfer will be held before the full council at the King County Courthouse, Room 1001 on \_\_\_\_\_, 2010.

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**METROPOLITAN KING COUNTY COUNCIL**  
**NOTICE OF PUBLIC HEARING FOR SALE OF TAX LOT 108**

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NOTICE IS HEREBY GIVEN, that a public hearing will be held before the Metropolitan King County Council, Room 1001, King County Courthouse, Seattle, Washington, on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, at \_\_\_\_\_ p.m., to consider adoption of Proposed Ordinance \_\_\_\_\_, authorizing King County's sale of approximately 19,602 square feet of residentially-zoned King County property on Vashon Island, Washington, within unincorporated King County.

**SUMMARY**

The subject property, tax parcel 182303-9108, is located in the 12800 Block of Vashon Highway. It was purchased by County in 1964 and was a part of the original Vashon Highway. In the county's project to realign that highway, the site was not incorporated into the new roadway. Having no further need for the property, King County surplussed and listed it for sale. The county has currently accepted an offer for its purchase. The council will consider the proposed ordinance to approve that offer.

The purchase agreement provides for King County to transfer ownership of the property upon enactment of the ordinance.

A copy of Proposed Ordinance # \_\_\_\_\_ will be mailed upon request to the Clerk of the Council, Room W-1025, King County Courthouse, 516 Third Avenue, Seattle, WA 98104, telephone 206-296-1020. It is available on the Internet at <http://www.metrokc.gov/mkcc/clerk>.

DATED at Seattle, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

METROPOLITAN KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON  
Anne Noris  
Clerk of the Council



May 10, 2010

The Honorable Bob Ferguson  
Chair, King County Council  
Room 1200  
COURTHOUSE

Dear Councilmember Ferguson:

Attached is a proposed ordinance authorizing King County's sale of surplus unimproved real property, Tax Lot 108 of Section 18, Township 23, Range 3, to Ms. Britt Asplund. This property is a residentially zoned vacant lot located in unincorporated King County on Vashon Island within Council District Eight.

The subject .45 acre property was acquired by King County in 1964 as part of the development of the old Vashon Highway. The property is now an asset of the Department of Transportation, Roads Services Division (Roads). The site is a lightly wooded, gently undulating, unimproved residential parcel zoned RA-2 with 162 feet of frontage along the east side of the 12800 block of Vashon Highway SW (Assessor's Parcel Number 182303-9108).

Tax Lot 108, ultimately was not used as intended by Roads for the new highway. It was never developed and now lies between the old and new highway realignment. Pursuant to King County Code 4.56.100, Facilities Management Division (FMD) distributed surplus notices to county agencies inquiring about other potential county uses for the site. No further uses were proposed. Tax Lot 108 does not meet the criteria for affordable housing as it is located in a rural area with no access to sewer. Therefore, on September 1, 2009, FMD declared Tax Lot 108 surplus to the county's present and foreseeable needs.

Tax Lot 108 was appraised for \$19,000. Pursuant to King County Code 4.56.100(4), FMD listed the property for sale with the Northwest Multiple Listing Service. A full list price offer of \$19,000 was received from Ms. Britt Asplund, who lives across the gravel road (the former highway) that runs along the east property line of Tax Lot 108. The buyer has provided proof

The Honorable Bob Ferguson  
May 10, 2010  
Page 2

of her ability to purchase for cash upon approval of the sale and all contingencies in the sale agreement have been waived.

Pursuant to King County Code 4.56.080, the council must approve sale of county-owned real property.

King County staff recommends the proposed transaction as being consistent with the highest and best use of the property. The Roads Division has never used this property and is pleased to release it from its inventory.

Should you have any questions, please contact Kathy Brown, Facilities Management Division Director, at 206-296-0630.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
ATTN: Tom Bristow, Chief of Staff  
Mark Melroy, Central Staff  
Anne Noris, Clerk of the Council  
Dwight Dively, Director, Office of Management and Budget (OMB)  
Sid Bender, Capital Budget Supervisor, OMB  
Caroline Whalen, County Administrative Officer, Department of Executive Services (DES)  
Kathy Brown, Director, Facilities Management Division, DES  
Harold Taniguchi, Director, Department of Transportation (DOT)  
Linda Dougherty, Division Director, Roads Services Division, DOT

**FISCAL NOTE**

Ordinance/Motion No. 00- -	
Title:	Vashon Island Tax Lot 108 - 182303-9108
Affected Agency and/or Agencies:	Road Services Division - CIP and FMD - Real Estate Services
Note Prepared By:	Florencia Donato - Road Services Division
Note Reviewed By:	

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

**Revenue to:**

Fund/Agency	Fund Code	Revenue Source	Current Year	1st Year	2nd Year	3rd Year
RES	6980	Sale of APN 182303-9108	2,281	0	0	0
Road Fund (Roads CIP)	3860		16,719			
<b>TOTAL</b>			<b>19,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

Revenues from sale proceeds will be transferred to Roads CIP Fund 3860 from RES fund by way of interfund

**Expenditures from:**

Fund/Agency	Fund Code	Department	Current Year	1st Year	2nd Year	3rd Year
Road Fund (Roads CIP)	3860	0737	2,281	0	0	0
<b>TOTAL</b>			<b>2,281</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Expenditures by Categories: Labor charges from Property Services to be reimbursed by Roads CIP**

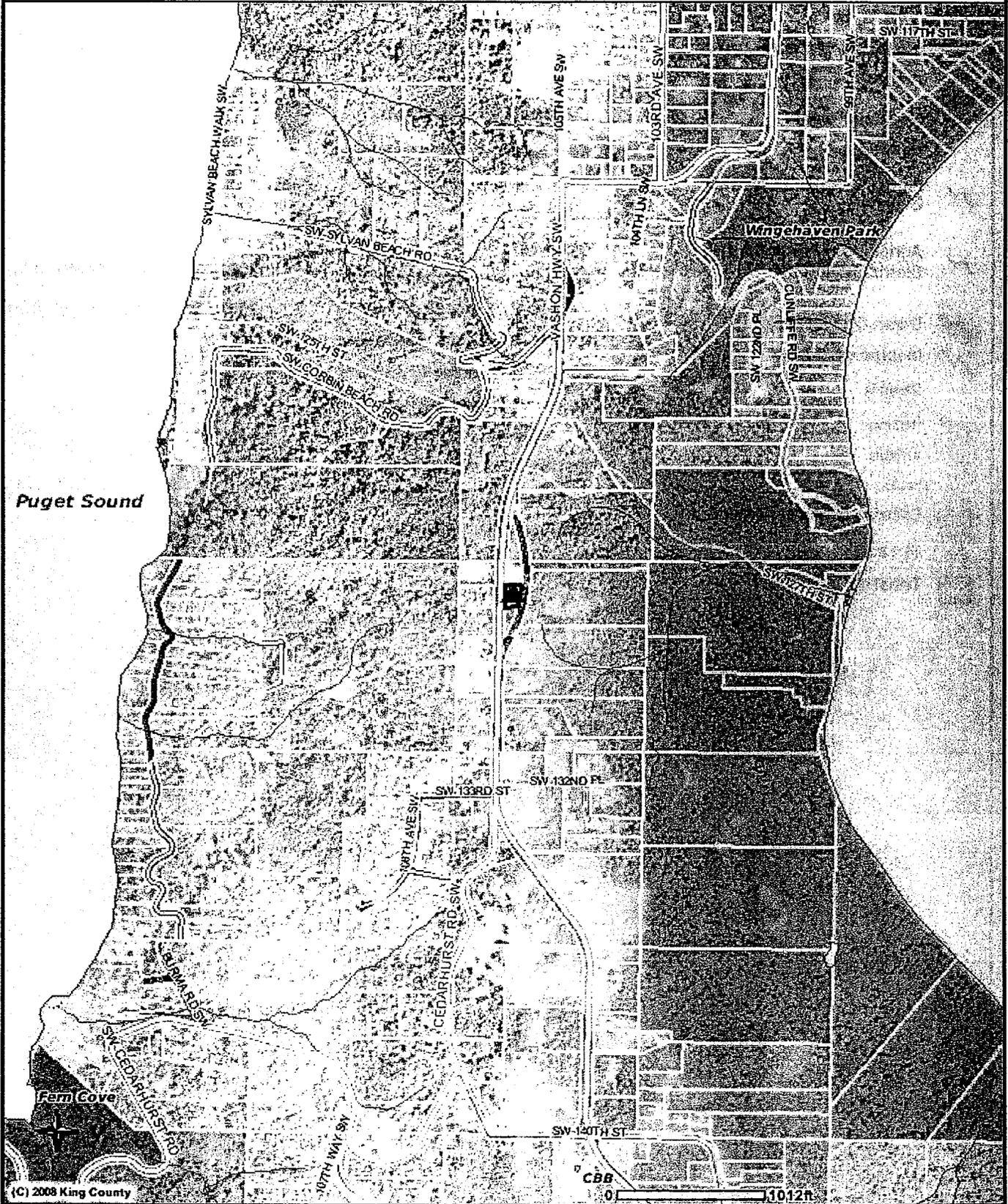
	Current Year	1st Year	2nd Year	3rd Year
Option 001	0	0	0	0
Option 002 - Purchase of Yard Arm and For Sale Sign	100	0	0	0
Option 003	0	0	0	0
Option 007	0	0	0	0
Option 008- Listing, PSA, Appraisal, Appriaisal Review	2,181	0	0	0
Option 009	0	0	0	0
<b>TOTAL</b>	<b>2,281</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Notes:**

Expenditures are estimates for King County FMD Real Estate Services Staff labor and supplies.  
 Anne Lockmiller - Listing, PSA and Ordinance Work - 5% of total sales price @ \$19,000 = \$ 950  
 Denise Hauck - Appraisal - 10 hours @ \$110.45/hour - \$ 1,104.50  
 Debbie Ayers - Appraisal Review - 2 hours @ @ 113.10/hour - \$ 226.20



# VASHON ISLAND TAX LOT 108 - VICINITY VIEW



Puget Sound

Winghaven Park

Fern Cove

(C) 2008 King County  
COMMENTS: APN 182303-9108

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# VASHON ISLAND TAX LOT 108 - VICINITY VIEW

## Legend

 Highlighted Feature

 County Boundary

 Mountain Peaks

 Highways

 Forest Production District Boundary

 Agricultural Production District Boundary

 Urban Growth Area Line

 Incorporated Area

 Streets

 Highway

 Arterials

 Local

 Lakes and Large Rivers

 Streams

 Tribal Lands

 Parcels

 Parks

**Unincorporated KC Zoning**

 A-10 - Agricultural, one DU per 10 acres

 A-35 - Agricultural, one DU per 35 acres

 F - Forest

 M - Mineral

 RA-2.5 - Rural Area, one DU per 5 acres

 RA-5 - Rural Area, one DU per 5 acres

 RA-10 - Rural Area, one DU per 10 acres

 UR - Urban Reserve, one DU per 5 acres

 R-1 - Residential, one DU per acre

 R-4 - Residential, 4 DU per acre

 R-6 - Residential, 6 DU per acre

 R-8 - Residential, 8 DU per acre

 R-12 - Residential, 12 DU per acre

 R-18 - Residential, 18 DU per acre

 R-24 - Residential, 24 DU per acre

(cont)

 R-48 - Residential, 48 DU per acre

 NB - Neighborhood Business

 CB - Community Business

 RB - Regional Business

 O - Office

 I - Industrial

 Other

2007 Color Aerial Photos (6in)

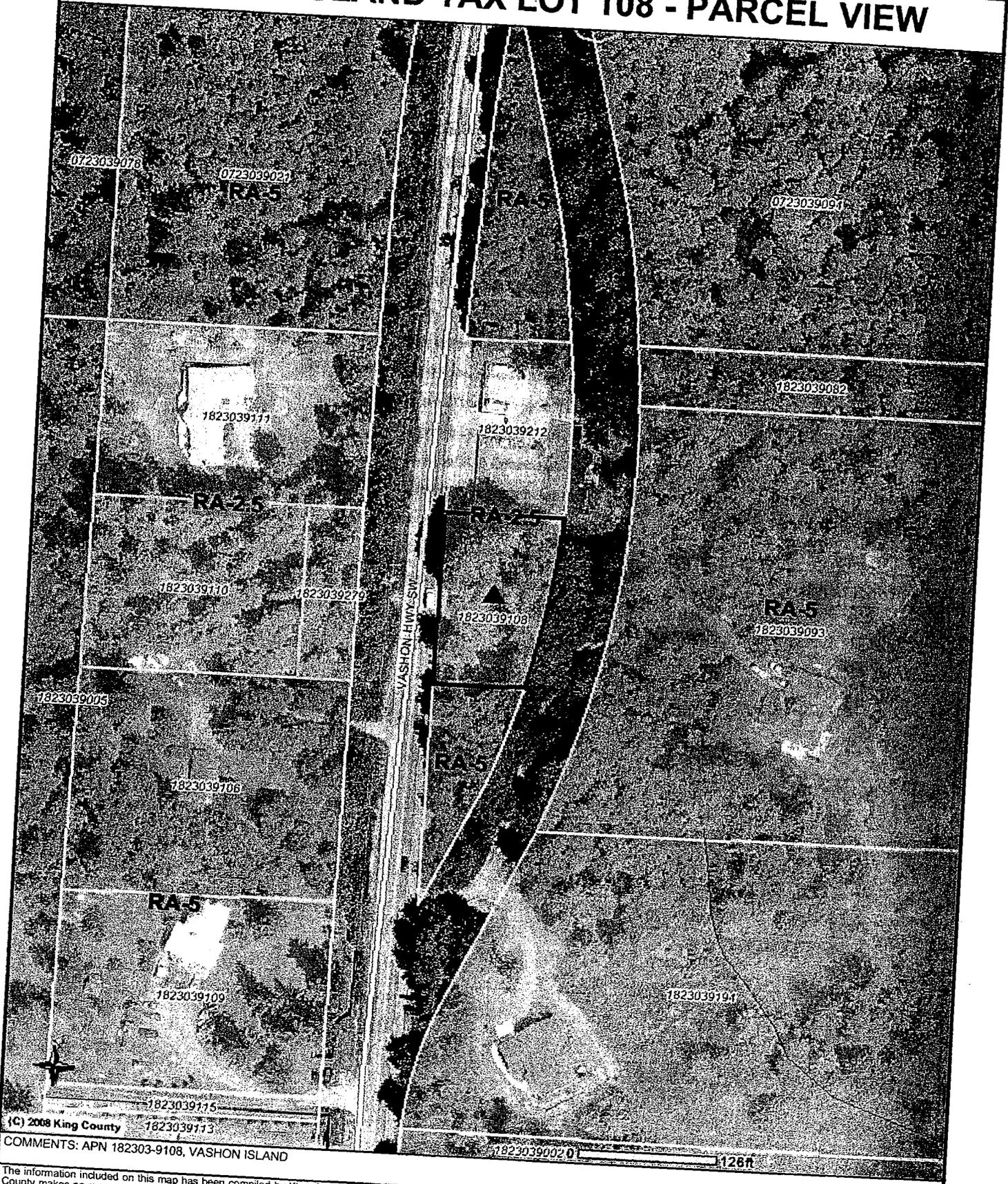
2007 Color Aerial Photos (12in)

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Date: 7/31/2009 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP>)



# VASHON ISLAND TAX LOT 108 - PARCEL VIEW



(C) 2008 King County  
 COMMENTS: APN 182303-9108, VASHON ISLAND

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Date: 1/11/2010 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP>)



# VASHON ISLAND TAX LOT 108 - PARCEL VIEW

## Legend

- |   |   |   |  |   |   |                         |
|---|---|---|--|---|---|-------------------------|
|  | Highlighted Feature                       |    | Parcels                                  |  | R-48 - Residential, 48 DU per acre  |                         |
|  | County Boundary                           |    | Parks                                    |  | NB - Neighborhood Business  |                         |
|  | Mountain Peaks                            | <b>Unincorporated KC Zoning</b>   |  |   |  | CB - Community Business |
|  | Highways                                  |    | A-10 - Agricultural, one DU per 10 acres |  | RB - Regional Business  |                         |
|  | Forest Production District Boundary       |    | A-35 - Agricultural, one DU per 35 acres |  | O - Office  |                         |
|  | Agricultural Production District Boundary |    | F - Forest                               |  | I - Industrial  |                         |
|  | Urban Growth Area Line                    |    | M - Mineral                              |  | Other   |                         |
|  | Incorporated Area                         |    | RA-25 - Rural Area, one DU per 5 acres   | <b>2007 Color Aerial Photos (6in)</b>   |   |                         |
|  | Streets                                   |    | RA-5 - Rural Area, one DU per 5 acres    | <b>2007 Color Aerial Photos (12in)</b>  |   |                         |
|  | Highway                                   |    | RA-10 - Rural Area, one DU per 10 acres  |   |   |                         |
|  | Arterials                                 |    | UR - Urban Reserve, one DU per 5 acres   |   |   |                         |
|  | Local                                     |    | R-1 - Residential, one DU per acre       |   |   |                         |
|  | Lakes and Large Rivers                    |    | R-4 - Residential, 4 DU per acre         |   |   |                         |
|  | Streams                                   |    | R-6 - Residential, 6 DU per acre         |   |   |                         |
|  | Tribal Lands                              |    | R-8 - Residential, 8 DU per acre         |   |   |                         |
|   |   |   | R-12 - Residential, 12 DU per acre       |   |   |                         |
|   |   |  | R-18 - Residential, 18 DU per acre       |   |   |                         |
|   |   |  | R-24 - Residential, 24 DU per acre       |   |   |                         |

(cont)

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## Surplus Property Process in King County

*King County Code 4.56 establishes a procedure for disposal of county owned properties that are no longer needed to enhance county operations and are considered "surplus to the county's needs".*

### **King County Code (KCC) Provisions Regarding Declaration of Property as Surplus**

Under the provisions of the KCC, the Facilities Management Division (FMD) of the Department of Executive Services is the agency responsible for the administrative processes of acquiring, disposing, inventorying, leasing and managing real property.

Each year, departments are to report to FMD on the status of all real property under their custodianship. Departments are to justify the continued retention of all properties. If in FMD's opinion the department has not justified retention of a property, or if the department identifies properties that are surplus to its needs, FMD is required to "shop" the property to all other County agencies. If no other agency expresses an interest in the property to use in the provision of essential services, FMD is then required to determine if the property is suitable for use for affordable housing.

As outlined in KCC 4.56.70, to be suitable for affordable housing, the property must be within the Urban Growth Area and be zoned residential. Any affordable housing development proposed for the site would have to be compatible with the neighborhood. (The definitions related to the terms affordable housing, low-income housing, and market rate housing can be found in the Revised Code of Washington.)

If no other department or agency expresses a need for a particular property and the property does not meet the affordable housing guidelines, FMD is then empowered to declare the property as surplus.

Once the property is declared surplus, FMD is required to review other possible uses of the property before it is offered for sale. These other uses include:

- Exchange for other privately or publicly owned land that would meet a County need;
- Lease with restrictive covenants;
- Use by other governmental agencies;
- Retention by the County if in a floodplain or slide hazard area; and,
- Use by nonprofit entities for public purposes.

If the property is not appropriate for or cannot meet one of the uses above, the Executive may decide that the best course of action is to sell the property.

**King County Code Provisions Regarding the Sale of Surplus Real Property**

King County Code 4.56.080 requires Council approval before the Executive disposes of property that has been declared surplus in accordance with the process and procedures discussed above.

King County Code 4.56.100 provides for the sale of real and personal property. Generally, all sales are to be to the highest responsible bidder at public auction or by sealed bid. However, there are exceptions. One exception is if the property is to be sold to another governmental agency. A second exception is to list the property with a commercial real estate broker if, in the opinion of the Real Estate Services Division, the County will receive a greater return than if the property were sold at public auction or by sealed bid. Additionally, the property may be sold through a negotiated direct sale if it is determined that it is in the best interests of the public.

FTA rules regarding the disposition of excess property call for sales procedures to provide for open competition to the greatest extent practicable and result in the highest possible return or at least payment of appraised fair market value.