

**CITY OF MERCER ISLAND, WASHINGTON
RESOLUTION NO. 1600**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MERCER ISLAND, WASHINGTON, AUTHORIZING THE
PURCHASE OF REAL PROPERTY AND AUTHORIZING THE CITY
MANAGER TO SIGN DOCUMENTS REQUIRED TO COMPLETE
PURCHASE OF REAL PROPERTY**

WHEREAS, in compliance with the Growth Management Act, the City of Mercer Island ("City") has adopted a Comprehensive Plan; and

WHEREAS, the City's Comprehensive Plan Transportation Element Goal 6.1 establishes that the City must "[e]nsure compatibility between transportation facilities and services and adjacent land uses, evaluating aspects such as: potential impacts of transportation on adjacent land use; potential impacts of land development and activities on transportation facilities and services; and need for buffering and/or landscaping alongside transportation facilities;" and

WHEREAS, the City's Comprehensive Plan Transportation Element Goal 6.2 further requires the City to "[d]evelop strategies to manage property access along arterial streets in order to preserve their function;" and

WHEREAS, the City's Comprehensive Plan Transportation Element Goal 7.3 requires the City to "[m]onitor the condition and performance of the transportation system to compare growth projections with actual conditions, assess the adequacy of transportation facilities and services, and to identify locations where improvements may become necessary;" and

WHEREAS, Comprehensive Plan Transportation Element Goal 7.4 requires the City to "[m]onitor traffic collisions, citizen input/complaints, traffic violations, and traffic volumes to identify and prioritize locations for safety improvements;" and

WHEREAS, the intersection of SE 40th Street and Island Crest Way is listed within the City's Comprehensive Plan, Transportation Element, Section IV. Transportation System Future Needs, table 4; and

WHEREAS, the property at 4004 Island Crest Way ("Property") is located at one of the four corners of a major intersection with high traffic volumes and varying traffic movements; and

WHEREAS, visual obstructions such as trees and fences present on the Property restrict sight lines for northbound and westbound traffic at the intersection; and

WHEREAS, the driveway serving the Property is poorly placed, making ingress and egress to the Property difficult, especially given the traffic volumes, and bicycle and pedestrian activities at the intersection of SE 40th Street and Island Crest Way; and

WHEREAS, the location of the driveway on the Property negatively impacts traffic patterns at the intersection; and

WHEREAS, the intersection currently poses reduced visibility and sight line challenges; and

WHEREAS, the City's acquisition of the Property will help the City address current needs for the intersection, as well as future capacity growth needs at the intersection of SE 40th Street and Island Crest Way; and

WHEREAS, purchase or acquisition of any right to real property is categorically exempt under the State Environmental Protection Act ("SEPA") per WAC 197-11-800(5)(a); and

WHEREAS, a broker opinion of value for the Property performed by Heartland, LLC, dated July 1, 2021, supports a fair market value purchase price of \$1,175,000; and

WHEREAS, the City Council has allocated the necessary and appropriate funds to purchase the Property or will do so concurrently with this resolution; and

WHEREAS, it is in the public interest for the City to purchase the Property in order to design and construct future improvements on Island Crest Way turning onto SE 40th Street, and to improve sight lines and to increase vehicle and pedestrian safety at the intersection;


NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council authorizes the purchase of 4004 Island Crest Way for a purchase price of \$1,175,000 plus closing costs in an amount consistent with the arrangement set forth in the attached purchase and sale agreement attached hereto and incorporated herein as Exhibit A.

Section 2. The City Manager and the Chief of Administration, in the event the City Manager is unavailable, are authorized to execute a purchase and sale agreement for the purchase of the Property in a form substantially the same as Exhibit A and to execute all documents in order to close on the purchase of the Property, including amendments to the purchase and sale agreement extending or accelerating the closing date, provided that the closing date shall not be extended beyond 2021 without further approval from the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AT A REGULAR MEETING THEREOF, ON THE 6TH DAY OF JULY, 2021.

CITY OF MERCER ISLAND



Benson Wong, Mayor

Attest:



Deborah A. Estrada, City Clerk

EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into by and between **Revive Realty LLC** as Seller, and _____ as Buyer.

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Buyer and Seller, the parties hereto agree as follows:

1. The Property. Seller agrees to sell and Buyer agrees to purchase from Seller the real property legally described on **Exhibit A** (the "Property") located at 4004 Island Crest Way, Mercer Island, WA, 98040.


2. Purchase Price and Payment. The purchase price is One Million One Hundred and Seventy-Five Thousand NO/100ths Dollars (\$1,175,000.00) (the "Purchase Price"), payable as follows: Fifty Thousand and NO/100ths DOLLARS (\$50,000.00) Earnest Money to be deposited with the Escrow upon execution of this Agreement by both parties ("Mutual Acceptance"), with the balance of the Purchase Price to be deposited in Escrow at Closing. The Earnest Money shall be applicable to the Purchase Price at Closing and refundable as provided herein.

3. Contingencies. This Agreement and the obligations of Buyer hereunder are contingent upon satisfaction or written waiver of all of the conditions as hereinafter set forth.


(a) Period of Examination. Upon Mutual Acceptance of this Agreement, Buyer may examine the Property and conduct any such studies of the Property as Buyer shall deem necessary, which shall be conducted at Buyer's sole cost (the "Period of Examination"). The Period of Examination shall end after the expiration of fifteen (15) days from Mutual Acceptance unless otherwise extended.

(i) Notice of Intent. On or before the close of the Period of Examination and any extension thereof, Buyer shall provide Seller with Written Notice of Buyer's intent to purchase the Property or terminate this Agreement (the "Notice of Acceptance/Termination"). Failure to provide such written Notice of Acceptance as required herein shall be conclusively deemed waiver by Buyer of its right to purchase the Property, this Agreement shall immediately become null and void, and the Earnest Money shall immediately be returned to Buyer.

(ii) Documents. Within five (5) days of Mutual Acceptance, Seller will make available to Buyer true and correct copies of all documents, instruments, and materials relating to the Property including, but not limited to, any existing surveys, soils reports, contracts, documents, instruments, or papers of significance to the Property or which might assist Buyer during the Period of Examination.

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(iii) Right of Entry. Buyer, its agents, and its contractors, shall be entitled to reasonable access to the Property at any time during the Period of Examination and, if Buyer decides to purchase the Property, prior to Closing, to conduct its studies. Buyer may disturb the Property as may be required for its tests and studies on condition that to the extent possible such tests and studies shall be nondestructive and Buyer shall repair any damage done. Buyer shall indemnify and hold Seller harmless from any liability arising out of Buyer's performance of such tests and studies. However, it is specifically agreed that Buyer shall not be responsible for any cleanup costs, claims, liabilities, or obligations relating to any hazardous waste contamination at the Property that Buyer may uncover during its pre-closing inspections, and Sellers shall indemnify and hold Buyer harmless from any such costs, claims, liabilities, or obligations. The obligations set forth in this section shall survive expiration or termination of this Agreement.

(b) Title and Survey. This Agreement is contingent on Buyer's acceptance of title and the survey pursuant to Section 4 of this Agreement.

(c) Disclosure Form. This Agreement is contingent on review and approval by Buyer of the disclosure form completed by Seller pursuant to Chapter 64.06. Revised Code of Washington ("RCW"), the form of which is attached as **Exhibit B**. Seller shall have seven (7) days from Mutual Acceptance to complete the disclosure form and deliver it to Buyer. Buyer shall have seven (7) days from receipt to give Seller written notice of Buyer's satisfaction with the disclosure form or decision to terminate this Agreement based on the disclosure form, in which case, this Agreement shall immediately become null and void, and the Earnest Money shall immediately be returned to Buyer.

(d) Waiver. Buyer, at any time or times on or before Closing, at its sole election, in order to close, may waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller.

4. Title.

(a) Title Commitment. Buyer shall, at Buyer's sole cost and within five (5) days of Mutual Acceptance of this Agreement, order a Preliminary Title Report from Tigor Title (hereinafter "Title Company"), to be delivered directly to Buyer (the "Report"), for the Property together with copies of all documents supporting exceptions (the "Exceptions") set forth in the Report. Buyer shall provide Seller with a copy of the Report. Buyer may, at Buyer's sole cost and expense, order an ALTA survey of the Property, certified to Buyer and Title Company, having all corners marked and all other easements and utilities delineated in the Survey (the "Survey"). After execution of this Agreement, Seller shall not alter the condition of title except as to remove any defects of title in its election or as requested by Buyer.

(b) Title Exceptions. Buyer shall have seven (7) calendar days from receipt of the Report and any Survey within which to give written notice to Seller of Buyer's disapproval of any Special Exceptions (the "Objection Notice"). For purposes of this Agreement, "Special Exceptions" means the special exceptions to title set

forth in the Report or the Survey, which relate to restrictions, conditions, defects, or other matters which would interfere with Buyer's intended use of the Property. The written notice shall state with specificity those Special Exceptions to which objection is being made. Buyer's failure to specifically enumerate such Special Exceptions within such written notice or Buyer's failure to timely provide such written notice shall be conclusively deemed Buyer's waiver and/or approval of all Special Exceptions. Buyer hereby approves those standard exceptions commonly and ordinarily found in commitments or title binders for standard coverage fee owner policies.

(c) Seller's Cure of Objections. Seller shall have ten (10) calendar days from delivery of the Objection Notice to cure such objections to Special Exceptions, or to commence action to cure such objections that require more than ten (10) calendar days, or have the Special Exceptions waived or removed by the Title Company issuing the commitment. If, within such period, Seller fails to cure, commence cure and diligently pursue it thereafter, and/or have waived such objections to Special Exceptions, or within such period Seller delivers written notice to Buyer that it will not so cure, then, within five (5) calendar days from the delivery of such notice or the end of the period for cure, whichever is first, Buyer shall have the option to:

(i) Agree in writing to extend the period of time in which Seller may cure such Objections and/or Exceptions; or

(ii) Elect in writing to purchase the Property subject to such objections to Special Exceptions with no diminution in the Purchase Price; or

(iii) Terminate this Agreement, in which event all sums paid or deposited by Buyer, including the Earnest Money, shall immediately be returned to Buyer. Buyer's failure to respond to Seller in writing shall be conclusively deemed an election of its right to terminate this Agreement pursuant to this subsection.

(d) Condition of Title. Seller covenants to convey the Property in a condition to be insured by the Title Company, as hereinafter provided. Closing shall be conditioned upon the Title Company issuing or committing to issue to Buyer a standard form owner's policy, or an extended coverage policy of title insurance issued by the Title Company in the amount of the Purchase Price, insuring Buyer a fee interest in the Property free and clear of all matters except: (i) Special Exceptions permitted or waived by Buyer, (ii) the lien of current real property taxes not yet due and payable, and (iii) those matters excluded from coverage by the printed exceptions and exclusions in the form of title insurance policy required herein. Prior to Closing, Buyer shall be entitled to obtain a date-down Report confirming compliance with this Agreement.

5. Closing.

(a) Escrow. Closing this Purchase and Sale Agreement shall occur through The Escrow Source (the "Escrow") (which shall appoint and identify to the parties a "Closing Agent") when the Title Company is in a position to issue the Title Policy and all documents and funds have been deposited with Escrow.

(b) Closing Date. Unless an earlier date is agreed to in writing by the parties, the "Closing Date" shall be thirty (30) days from Mutual Acceptance.

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(c) Deposit of Closing Documents.

(i) Seller. On or before the Date of Close of Escrow, Seller shall duly execute and deposit into Escrow with Closing Agent:

(A) A Statutory Warranty Deed (the "Deed"), in form and substance consistent with the terms of this Agreement together with an accompanying Real Estate Excise Tax Affidavit; and

(B) An Affidavit of Non-Foreign Status required by Title Company in connection with section 1445(e) of the Internal Revenue Code.

(ii) Buyer. On or before the Date of Close of Escrow, Buyer shall deposit the following:

(A) The Purchase Price, less Earnest Money already deposited with Escrow.

(B) Additional cash in an amount necessary to pay Buyer's share of closing costs, title insurance, and proration's set forth herein.

(d) Closing Costs and Prorations. Buyer is represented by Heartland, LLC and Seller is not represented by a Broker. Buyer will pay Heartland, LLC per separate agreement. At Closing, Seller shall pay the Real Estate Excise Tax and purchase a standard owners policy of title insurance benefitting Buyer. At Buyer's discretion, Buyer shall purchase extended coverage for the owner's title insurance policy and a lender's title insurance policy. Buyer and Seller shall each pay half of all other closing expenses including Escrow fees and charges and the cost of recording the Deed. All real property taxes and utilities shall be prorated between Seller and Buyer as of Closing and shall be paid as part of Closing.

(e) Procedure. Closing Agent shall close Escrow as follows:

(i) Prepare the Deed and Real Estate Excise Tax Affidavit and record the Deed with instructions for the county recorder to deliver the recorded Deed to the Buyer; and

(ii) Pay the Purchase Price to Seller, reduced by prorations and any existing encumbrances and/or liens in order to provide clear title to the Buyer; and

(iii) Deliver the executed Affidavit of Non-Foreign Status to Buyer; and

(iv) Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date endorsed thereon.

(f) Incorporation of Escrow Instructions. This Agreement shall serve as escrow instructions, and an executed copy of this Agreement shall be deposited by Buyer with Closing Agent following Mutual Acceptance hereof. The Parties may execute additional escrow instructions, provided such additional instructions do not change the terms of this Agreement.





6. Possession. Buyer is entitled to possession of the Property on the date of Closing.

7. Seller's Representations. Seller, to the best of its knowledge, represents the following to Buyer:

- (a) Seller has the power, right, and authority to make this Agreement with Buyer;
- (b) Seller is not in default and will not during the term of this Agreement default or permit a default to exist on any of its obligations under any real estate contract, lease, mortgage, or deed of trust affecting any portion of the Property;
- (c) Seller is and shall be entitled to terminate on or before the date of Closing and without breach of any agreement the rights of all parties who are not a party to this Agreement and who are entitled to possession of any part of the Property;
- (d) Seller has good and marketable title to all of the Property;
- (e) All persons and corporations supplying labor, materials, and equipment to Seller for the Property have been paid and there are no claims of liens;
- (f) Other than those shown in the Preliminary Title Report, there are no current assessments for public improvements against the Property or any local improvement district or other taxing authority having jurisdiction over the Property in the process of formation; and
- (g) There are no claims, defects, or boundary disputes affecting the Property; and no person claims any right to possession to the Property or any portion thereof adverse to Seller.

The representations set forth in this section will be deemed to have been made again, on the Date of Closing, and will continue to be true, complete, and correct as of the Closing.

8. Hazardous Material Provisions.

(a) Definition. The term "hazardous waste or materials or substances" as used in this Agreement is used in its very broadest sense and includes, but is not limited to, materials and substances designated as hazardous under any federal, state, or local act or ordinance.

(b) Seller's Representations. Seller represents that it has not received notification of any kind from any agency suggesting that the Property is or may be targeted as a Superfund or clean up site. Seller represents that Seller does not keep, use, or dispose of, and Seller has not permitted anyone else to keep, use, or dispose of, whether permanently or temporarily, on the Property, any hazardous waste or materials or substances, and has no reason to believe or suspect that Seller or any other person or entity has kept, used, or disposed of, either temporarily or permanently, any hazardous waste or materials or substances on the Property. Seller represents that Seller has not conducted any test or studies to specifically determine whether any hazardous waste or

materials or substances existed on the Property prior to Seller's ownership or as of the date of this Agreement.

9. Buyer Representations. Buyer, to the best of its knowledge, represents the following to Seller:

(a) Authority. Buyer has the power, right, and authority to make this Agreement with Seller.

10. Remedies.

(a) Seller's Default. In the event Seller defaults in fulfilling its obligations under this Agreement, Buyer shall be entitled to all remedies at law or equity including without limitation the right to enforce specific performance of this Agreement against Seller.

(b) Buyer's Default. In the event Buyer fails, without legal excuse, to complete the purchase, or otherwise defaults under the terms of this Agreement, the Earnest Money shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure and default.

11. Risk of Loss, Insurance. Risk of loss of or damage to the Property shall be borne by Seller until the date of Closing. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the date of Closing, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Seller and Closing Agent, and such termination shall be effective and the Earnest Money shall be refunded to Buyer ten (10) days thereafter; provided, however, that Buyer may elect to purchase the Property in the condition existing on the date of Closing and on Closing Seller shall assign to Buyer the proceeds of any policy of insurance carried by or for the benefit of Seller covering any loss or damage to the Property occurring after the date hereof and prior to the Closing date. Seller will submit an insurance claim and use its best efforts to obtain insurance proceeds. On Closing, Seller will pay to Buyer, outside of escrow, the entire amount of insurance proceeds received from such claim.

12. Notices. Except as specifically set forth herein, any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail first class, postage prepaid and addressed as follows:

(a) Seller's Address:
1209 Cherry Ave NE
Bainbridge Island WA 98110

(b) Buyer's Address:

The foregoing addresses may be changed by written notices to the other party as provided herein.

13. Seller's Period of Acceptance. Seller shall have seven (7) days from the date of delivery of this instrument to Seller to accept this offer by written or electronic signature. In the event Seller does not accept this offer within the 7-day period, the offer will be considered withdrawn, and this Agreement will be null and void. Buyer, and only Buyer, may waive this 7-day limitation.

14. Time. Time is of the essence in every provision of this Agreement.

15. Survival of Representations. The terms, covenants, and representations contained in this Agreement shall not merge with the Deed of conveyance, but shall continue and survive Closing.

16. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

17. Seller's Covenants Pending Closing. Seller covenants for the benefit of and agrees with Buyer that, pending Closing, Seller shall not do or permit to be done any of the following other than in the ordinary course or operation of the Property and without in each case securing Buyer's prior written consent, which consent shall not be withheld unreasonably; enter into any lease or rental agreement for the Property; make any agreements or commitments relating to the maintenance, repair, replacement or operation of the Property for a period extending beyond Closing; or commence or continue any construction affecting the improvements other than ordinary maintenance and repair.

18. Governing Law/Venue. This Agreement shall be controlled by and interpreted under Washington law, without application or consideration of any choice of law principles. Venue shall be in the State or Federal Courts of King County.

19. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the parties hereto.

20. Electronic Signatures. This Agreement may be executed and/or amended by the use of electronic signatures.

IN WITNESS WHEREOF, the parties hereto have executed one or more copies of this Agreement to be effective on the date of final signature.





Dated: 7/1/2021 7/1/2021

SELLER:

By: DocuSigned by:
Nick Lacy
8017019040094D5... DocuSigned by:
Scott Alderson
3F6E322105DF40C...

Printed Name: Nick Lacy Scott Alderson

Dated: _____

BUYER:

By: _____

Printed Name: _____

EXHIBIT A

Legal Description of Property

THE NORTH 80 FEET OF LOT 12, BLOCK A, MERCER CREST, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 26, RECORDS OF KING COUNTY WASHINGTON.

EXCEPT THAT PORTION THEREOF CONVEYED UNTO THE CITY OF MERCER ISLAND FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 6201744 AND DEED RECORDED JULY 9, 1990 UNDER RECORDING NUMBER 9007090500.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Tax Parcel No. 545030-0061





EXHIBIT B

Disclosure Statement

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 "N/A." If the answer is "yes" to any * items, 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 sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY ("THE PROPERTY") AS LEGALLY DESCRIBED ON 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 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 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

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Date: 7/1/2021

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?
- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

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





- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

2. WATER

A. Household Water

(1) The source of water for the property is:

- Private or publicly owned water system
- Private well serving only the subject property
- * Other water system

*If shared, are there any written agreements?

- Yes
- No
- Don't know
- N/A

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

- Yes
- No
- Don't know
- N/A

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

- Yes
- No
- Don't know
- [N/A]

(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.

- Yes
- No
- Don't know

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

If yes, are they Leased Owned

- Yes
- No
- Don't know

*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?

- Yes
- No
- Don't know

(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

- Yes
- No
- Don't know
- N/A

*(b) If yes, has all or any portion of the water right not been used for five or more successive years?

- Yes
- No
- Don't know
- [N/A]

*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?

- Yes
- No
- Don't know

B. Irrigation Water





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

- Yes
- No
- Don't know

*(a) If yes, has all or any portion of the water right not been used for five or more successive years?

- Yes
- No
- Don't know
- N/A

*(b) If so, is the certificate available? (If yes, please attach a copy.)

- Yes
- No
- Don't know
- N/A

*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?

- Yes
- No
- Don't know
- N/A

*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:

- Yes
- No
- Don't know

C. Outdoor Sprinkler System

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

- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- Public sewer system,
- On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
- Other disposal system, please describe:

B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.

- Yes
- No
- Don't know

*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

- Yes
- No
- Don't know

D. If the property is connected to an on-site sewage system:

*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?

- Yes
- No
- Don't know
- N/A

(2) When was it last pumped?

- N/A

.....

- Don't know

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

- Yes
- No
- Don't know
- N/A

(4) When was it last inspected?

.....

By whom:

- N/A
- Don't know

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

- N/A
- bedrooms
- Don't know

E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain:

- Yes
- No. . . .
- Don't know

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

- Yes
- No
- Don't know
- N/A

G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain.

- Yes
- No. . . .
- Don't know
- N/A

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

- Yes. . . .
- No
- Don't know
- N/A

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

4. STRUCTURAL

*A. Has the roof leaked within the last five years?

- Yes
- No
- Don't know

*B. Has the basement flooded or leaked?

- Yes
- No
- Don't know
- N/A

*C. Have there been any conversions, additions, or remodeling?

- Yes
- No
- Don't know

*(1) If yes, were all building permits obtained?

- Yes
- No
- Don't know

*(2) If yes, were all final inspections obtained?

- Yes
- No
- Don't know

D. Do you know the age of the house? If yes, year of original construction:1954

- Yes
- No
- Don't know

*E. Has there been any settling, slippage, or sliding of the property or its improvements?

- Yes
- No
- Don't know

*F. Are there any defects with the following: (If yes, please check applicable items and explain.)

- Foundations
- Decks
- Exterior Walls

- Chimneys
- Interior Walls
- Fire Alarm

- Doors
- Windows
- Patio

- Ceilings
- Slab Floors
- Driveways

- Pools
- Hot Tub
- Sauna

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- Sidewalks
- Outbuildings
- Fireplaces

- Garage Floors
- Walkways
- Siding

- Other
- Woodstoves
- Elevators

- Incline Elevators
- Stairway Chair Lifts
- Wheelchair Lifts

*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?

- Yes. . . .
- No
- Don't know

H. During your ownership, has the property had any wood destroying organism or pest infestation?

- Yes
- No
- Don't know

I. Is the attic insulated?

- Yes
- No
- Don't know

J. Is the basement insulated?

- Yes
- No
- Don't know

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

Electrical system, including wiring, switches, outlets, and service

- Yes
- No
- Don't know

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Plumbing system, including pipes, faucets, fixtures, and toilets

- Yes
- No
- Don't know

Hot water tank

- Yes
- No
- Don't know

Garbage disposal

- Yes
- No
- Don't know

Appliances

- Yes
- No
- Don't know

Sump pump

- Yes
- No
- Don't know

Heating and cooling systems

- Yes
- No
- Don't know

Security system

- Owned Leased

Other .N/A . . .

*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

Security system

- Yes. . . .
- No
- Don't know
- N/A

Tanks (type):

- Yes
- No

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Don't know

Satellite dish

Yes

No

Don't know

N/A

Other:

*C. Are any of the following kinds of wood burning appliances present at the property?

(1) Woodstove?

Yes

No

Don't know

(2) Fireplace insert?

Yes

No

Don't know

(3) Pellet stove?

Yes

No

Don't know

(4) Fireplace?

Yes

No

Don't know

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?

Yes

No

Don't know

D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?

Yes

No

Don't know

E. Is the property equipped with carbon monoxide alarms?

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(Note: Pursuant to RCW 19.27.530, seller must equip the residence with carbon monoxide alarms as required by the state building code.)

- Yes
- No
- Don't know

F. Is the property equipped with smoke detection devices?

(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)

- Yes
- No
- Don't know

6. 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:

- Yes
- No
- Don't know

B. Are there regular periodic assessments:

\$. . . per Month Year

- Other
- Yes
- No
- Don't know

*C. Are there any pending special assessments?

- Yes
- No
- Don't know

*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)?

- Yes
- No
- Don't know

7. ENVIRONMENTAL

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?

- Yes
- No

Don't know

*B. Does any part of the property contain fill dirt, waste, or other fill material?

Yes

No

Don't know

*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

Yes

No

Don't know

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

Yes

No

Don't know

*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?

Yes

No

Don't know

*F. Has the property been used for commercial or industrial purposes?

Yes

No

Don't know

*G. Is there any soil or groundwater contamination?

Yes

No

Don't know

*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?

Yes

No

Don't know

*I. Has the property been used as a legal or illegal dumping site?

Yes

No

Don't know

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*J. Has the property been used as an illegal drug manufacturing site?

- Yes
- No
- Don't know

*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

- Yes
- No
- Don't know

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

*A. Did you make any alterations to the home? If yes, please describe the alterations:

- Yes.
- No
- Don't know
- N/A

*B. Did any previous owner make any alterations to the home?

- Yes
- No
- Don't know
- N/A

*C. If alterations were made, were permits or variances for these alterations obtained?

- Yes
- No
- Don't know
- N/A

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

- Yes
- No
- Don't know

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

- Yes
- No
- Don't know

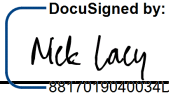
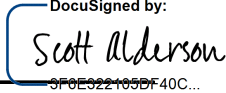
B. Verification:

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The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our 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.

Dated: 7/1/2021 7/1/2021

SELLER:

By:  
Printed Name: Nick Lacy Scott Alderson

NOTICE TO THE BUYER

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.

II. BUYER'S ACKNOWLEDGMENT

A. Buyer hereby acknowledges that: 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.

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.

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 STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE 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. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Dated: _____

BUYER:

By: _____

Printed Name: _____