



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 17, 2006

Ordinance 15624

Proposed No. 2006-0373.2

Sponsors Ferguson

1 AN ORDINANCE authorizing the sale of the county-
2 owned property known as the Schroeder property located
3 on the Redmond Fall City Road southeast of the city of
4 Redmond, consisting of assessor's parcel numbers 062407-
5 9017 and 062407-9032 and located in council district three.
6
7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. Findings:

10 A. The King County department of natural resources and parks is the custodian of
11 two contiguous parcels known as the Schroeder property, located at 1650 Southeast
12 Redmond-Fall City Road, east of the city of Redmond. Assessor's parcel number 062407-
13 9017 is 14.88 acres and was formerly a working dairy and residence. Assessor's parcel
14 number 062407-9032 is 0.48 acre and is used for the access driveway. Together these
15 parcels total 15.36 acres and are further described in Attachment A to this ordinance.

16 B. The department of natural resources and parks acquired the Schroeder property for
17 no cost in August of 2003 through an assignment agreement between King County and the

18 Cascade Land Conservancy. The 15.36 acres was originally intended as secondary access for
19 a 245-acre residential development proposed by developer, Port Blakely. However, due to
20 public pressure to limit the number of units built in this fragile area, King County and the
21 Treemont Conservancy purchased the 245 acres of sensitive natural forest and wildlife
22 habitat by a "Deed of Conservation Easement." The funding for this purchase was approved
23 on July 25, 2003, by Ordinance 14709. Following this purchase, the secondary access
24 provided by the 15.36-acre Schroeder property was no longer needed and was donated by the
25 developer to the Treemont Conservancy.

26 C. The department of natural resources and parks subsequently determined that the
27 location and nature of the Schroeder property was neither suitable for recreational use nor had
28 preservation value and declared the property surplus to its needs.

29 D. Pursuant to K.C.C. 4.56.100, the facilities management division determined that the
30 Schroeder property does not meet the criteria for affordable housing as it is located in the rural
31 area.

32 E. Notices were circulated to other county departments and to various cities, water,
33 sewer, fire and school districts regarding the county's plan to surplus and sell the property. None
34 of the agencies expressed interest.

35 F. Pursuant to K.C.C. 4.56.100, the facilities management division declared the
36 Schroeder property surplus to the county's present and foreseeable needs in June of 2004.

37 G. Prior to marketing, a county appraisal determined that highest and best use of the R-
38 10 zoned Schroeder property would be to create two legal lots through a boundary line
39 adjustment allowed under K.C.C. chapter 19A.08, by adding square footage to tax lot 062407-
40 9032 out of the greater tax lot 062407-9017 square footage.

41 H. Pursuant to K.C.C. 4.56.100, the facilities management division listed the Schroeder
42 property for sale with the Northwest Multiple Listing Service, and an offer has been accepted
43 for five hundred thousand dollars from buyers Andrew and Keri Berger.

44 I. The King County council has determined that this is in the best interest of the
45 public.

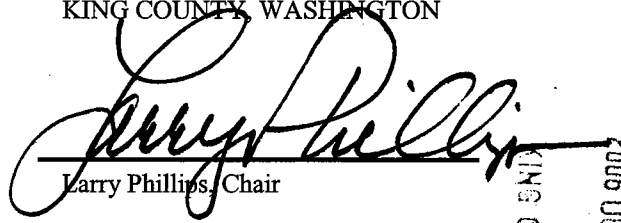
46 SECTION 2. The King County executive is hereby authorized to sell the Schroeder

47 Property, as described in Attachment A to this ordinance, on substantially the terms set forth
48 in Attachment B to this ordinance, and to execute all necessary documents for that purpose.
49


Ordinance 15624 was introduced on 8/21/2006 and passed by the Metropolitan King
County Council on 10/16/2006, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr.
Ferguson, Mr. Gossett, Ms. Hague, Mr. Constantine and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

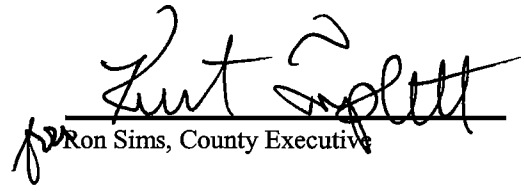

Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

RECEIVED
2006 OCT 27 PM 4: 26
CLERK
KING COUNTY COUNCIL

APPROVED this 21st day of October, 2006.


for Ron Sims, County Executive

Attachments A. Legal Descriptions--APN 062407-9017, B. Vacant Land Purchase and Sale
Agreement--Specific Terms

LEGAL DESCRIPTIONS

APN 062407-9017

The east half of the following described tract:

That portion of the Southeast Quarter of Section 6, Township 24 North, Range 7 East of the Willamette Meridian,

Beginning at the east quarter corner of said Section;

Thence south $00^{\circ} 04'48''$ west along the east line of said Section 1,517.61 feet, to a line as established by two existing concrete pot monuments;

Thence north $88^{\circ} 42'49''$ west along said line 2,062.08 feet to the west line of said subdivision;

Thence north $06^{\circ} 47'50''$ east along said west line 1,495.55 feet to the northwest corner of said subdivision, thence south $89^{\circ} 35'01''$ east along the north line of said subdivision 1,902.62 feet to the Point of Beginning, in King County, Washington;

EXCEPT State Highway SR202.

APN 062407-9032

The west half of the south half of the following described tract, lying northeasterly of the northeasterly margin of State Highway SR 202, a portion of the southeast quarter described as follows.

That portion of the Southeast Quarter of Section 6, Township 24 North, Range 7 East, W.M., in King County, Washington, described as follows:

Beginning at the east quarter corner of said Section;

Thence south $00^{\circ} 04'49''$ west along the east line 1,517.61 feet;

Thence north $88^{\circ} 42'49''$ west 2,062.08 feet to the west line of said subdivision;

Thence north $06^{\circ} 47'50''$ east along said west line 1,495.55 feet to the northwest corner of said subdivision;

Thence south $89^{\circ} 35'01''$ east along the north line of said subdivision 1,902.62 to the Point of Beginning.

15624

ATTACHMENT B

JUN-13-2005 17:07 WINDERMERE WOODINVILLE
05/20/2005 12:44 200-230 0130

Apr 26 05 07:10a

J. R. Bjolin

425 7663

p.2

ESCROW'S PKG

NWMLS Form 25
Vacant Land Purchase & Sale
Revised 03/03
Page 1 of 4

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AS OF 7-27-06 VACANT LAND PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. Date: 4/25 .2005 MLS No. 2J036390

2. Buyer: Andrew Berger & Keri Berger

3. Seller: The King County

4. Property: Tax Parcel No.: 0624074017 & 9023 King (County)

Street Address: 1650 SE Fall City Rd. Washington 98024

Legal Description: on file

5. Purchase Price: ~~1,400,000~~ 500,000.00 KH KB 5/20/05

6. Earnest Money: (To be held by Selling Broker Closing Agent)

Personal Check: 15,000.00

Note: _____

Other (_____): _____

7. Default: (check only one) Forfeiture of Earnest Money Seller's Election of Remedies

8. Title Insurance Company: Commonwealth

9. Closing Agent: a qualified closing agent of Buyer's choice _____

10. Closing Date: ~~7 days after banking deposit of earnest money~~ 4/29/05 KB 5/20/05

11. Possession Date: on Closing _____ calendar days after Closing

12. Offer Expiration Date: 4/29/05

13. Counteroffer Expiration Date: ~~5/10/05~~ 5/20/05 KB 5/20/05

14. Addenda: 35F, 34, 22A, NACA, 22D

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

Listing Agent represents Seller both parties

16. Subdivision: The Property is subdivided must be subdivided on or before _____

is not legally required to be subdivided

17. Feasibility Contingency Expiration Date: 60 days after mutual acceptance

Buyer's Signature: [Signature] Date: 4/25/05

Buyer's Signature: [Signature] Date: 4/25/05

Buyer's Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Buyer's E-mail Address: _____

Selling Broker: WINDERMERE SPA INC (007)

Selling Licensee (Print): JILL STOLIN 206-313-6563

Phone: 425-486-7165 Fax: _____

Seller's Signature: [Signature] Date: 5-4-05

Seller's Address: 500 4th Ave, Room 5100

City, State, Zip: Seattle, WA 98104

Phone: (206) 296-7494 Fax: (206) 296-0167

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

Listing Broker: King County R.E. Serv. 7084

Listing Agent (Print): _____

Phone: (206) 296-7494 Fax: _____

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Revised 03/03
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VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

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- a. **Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds or gifts, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the costs thereof) unless the parties agree otherwise in writing.
- c. **Condition of Title.** Buyer and Seller authorize Selling Licensee, Listing Agent or Closing Agent to insert, attach or correct the Legal Description of the Property. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short planned, 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 a 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. The Title Insurance Company is to send a copy of the preliminary commitment to both Listing Agent and Selling Licensee. The preliminary commitment, and the title policy, to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in 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.** 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, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday.
- f. **Possession.** Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession.
- g. **Closing Costs and Prorations.** Seller and Buyer shall each pay one-half of the escrow fee. Taxes for the current year, rent, interest, and flenable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay them at Closing from money due, or to be paid by, Seller.

Initials: BUYER: JB DATE: 4/25/05 SELLER: CH DATE: 5-4-05
 BUYER: KB DATE: 4/25/05 SELLER: _____ DATE: _____

NWMLS Form 25
Vacant Land Purchase & Sale
Revised 03/03
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VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

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- 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 lenders, financial institutions, 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 the status, progress and final disposition of financing, appraisal, Closing, title condition, and any other matter concerning this sale, including buyer's credit report. In addition, Buyer shall provide any additional consent or authorization necessary to permit Buyer's lender or financing institution to provide information concerning the status, progress and final disposition of financing to the Listing Agent and/or Selling Licensee. 54-62
 - 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. 63-66
 - j. **Notices.** Unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Receipt by Selling Licensee of a Seller Disclosure Statement, Public Offering Statement and/or Resale Certificate 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. 67-76
 - k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time 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. Time is of the essence of this Agreement. 77-82
 - 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. 83-86
 - m. **Integration.** This Agreement constitutes the entire understanding between the parties and supercedes 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. 87-89
 - n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent unless provided otherwise herein. 90-91
 - 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:
 - 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. 94-95
 - 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. 96-99
 - p. **Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 100-101
 - 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. 102-106
- Initials: BUYER: AS DATE: 4/25/05 SELLER: CR DATE: 5/4/05
 BUYER: KB DATE: 4/25/05 SELLER: _____ DATE: _____

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VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
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- r. Counteroffer. Seller agrees to sell the Property under the terms and conditions of this Agreement. If Seller makes a counteroffer, Buyer shall have until 9:00 p.m. on the Counteroffer Expiration Date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. If no expiration date is specified for a counteroffer, the counteroffer shall expire at 9:00 p.m. 2 days after the counteroffer is signed by the last party making the counteroffer, unless sooner withdrawn. 108-114
- s. 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." 115-120
- t. 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. 121-127
- u. 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. 128-147
- v. 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. 148-151
- w. Property Condition Disclaimer. Real estate brokers and salespersons do not guarantee the value, quality or condition of the Property. Some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing materials, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. In addition, some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Real estate licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. 152-158

Initials: BUYER: AB DATE: 4/25/05 SELLER: CSH DATE: 5-4-05
 BUYER: FB DATE: 4/25/05 SELLER: _____ DATE: _____

NWMLS Form 22A
Financing Addendum
Rev. 12/03
Page 1 of 2

**FINANCING ADDENDUM
PURCHASE & SALE AGREEMENT**

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The following is part of the Purchase and Sale Agreement dated 4/25, 2005 1
between The Buyers ("Buyer") 2
and King County ("Seller") 3
concerning 1650 SE Fall City Rd., Fall City 98024 ("the Property") 4

- 1. **DOWN PAYMENT/LOAN APPLICATION.** This Agreement is contingent on Buyer obtaining a Conventional VA FHA purchase loan. Buyer agrees to pay \$1,000 down, and to make written application and pay the application fee, if required, for the subject Property within 15 days (5 days if not filled in) after mutual acceptance of this Agreement, or if this Agreement is conditioned on the sale of Buyer's property, within 15 days (5 days if not filled in) after Buyer satisfies or waives that contingency ("Satisfaction and Waiver"), for a loan to pay the balance of the purchase price. If Buyer fails to make application for financing within the agreed time, then the financing contingency contained herein shall be deemed waived. 5-8
- 2. **FINANCING TIMELINES/LETTER OF LOAN COMMITMENT.** Unless Buyer has given notice waiving this financing contingency, no later than 15 days (30 days if not filled in) after (a) mutual acceptance of the Agreement or (b) Satisfaction and Waiver, if selected above, Buyer shall provide to Seller a letter of loan commitment from Buyer's lender which states the date of loan application, the current status of Buyer's loan application, and any conditions that remain for loan approval. A letter from the lender generated or dated at or prior to mutual acceptance shall not constitute a letter of loan commitment which complies with this paragraph. NWMLS Form 22AR may be used to provide notice of waiver or to transmit the letter of loan commitment. 9-14
- 3. **REVIEW OF LETTER OF LOAN COMMITMENT/TERMINATION.** Within 3 days after the earlier of Seller's receipt of the letter of loan commitment or the date it was due, Seller may give notice of Seller's election to terminate this Agreement. If, within 3 days after Seller's notice, Buyer does not waive this financing contingency by notice, this Agreement shall terminate. NWMLS Form 22AR may be used for the parties' notices. 15-22
- 4. **UPDATED LETTERS OF LOAN COMMITMENT.** If Seller does not elect to terminate this Agreement as authorized in paragraph 3, Seller may request updated letters of loan commitment every 5 days after the date the previous letter of loan commitment was due. Buyer shall provide any updated letter of loan commitment within 3 days of such notice and Seller shall have the review and termination rights set forth in paragraph 3. 23-26
- 5. **EARNEST MONEY.** If Buyer has not waived this financing contingency, and is unable to obtain financing after a good faith effort then, on Buyer's notice, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer after Buyer delivers to Seller written confirmation from Buyer's lender confirming the date Buyer's loan application for the subject property was made, that Buyer possessed sufficient funds to close and the reasons Buyer's application was denied. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation from Buyer's lender. 27-32
- 6. **INSPECTION.** Seller agrees to permit inspections required by Buyer's lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections except as otherwise agreed. 33-35
- 7. **APPRAISAL LESS THAN SALE PRICE.** If Buyer's lender's appraisal of the value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of Buyer's election to terminate this Agreement unless Seller, within 10 days after receipt of such notice, delivers to Buyer either:
 - (a) (i) If this Agreement is contingent on FHA financing, a reappraisal by the same appraiser, at Seller's expense, in an amount not less than the Purchase Price or (ii) if this Agreement is contingent on non-FHA financing, reappraisal, at Seller's expense, by the same appraiser or another appraiser acceptable to the lending institution in an amount not less than the Purchase Price; or
 - (b) Written consent to reduce the selling price to an amount not more than the amount specified in the appraisal or reappraisal, whichever is higher. (Not applicable if this Agreement is conditioned on FHA financing. FHA does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraisal value. The Buyer, however, has the option to buy at the reduced price.)

If such reappraisal or consent to reduction of Purchase Price is not so delivered, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. To permit the parties the foregoing times for notices, the Closing Date shall be extended accordingly.

Initials: BUYER: AD DATE: 4/25/05 SELLER: CH DATE: 4-9-05
BUYER: KB DATE: 4/25/05 SELLER: _____ DATE: _____

NWMLS Form 22A
Financing Addendum
Rev. 12/03
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**FINANCING ADDENDUM
PURCHASE & SALE AGREEMENT**
(continued)

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B. SPECIAL LOAN COST PROVISIONS.

FHA LOAN COSTS. If this sale is contingent on Buyer obtaining an FHA loan, Seller agrees to pay _____ (\$300.00 if not filled in), which shall be applied to that portion of Buyer's loan and settlement costs that the Lender is prohibited from collecting from the Buyer under FHA regulations. Any balance remaining shall be payable to Buyer's loan discount at the interest rate selected by Buyer or to other settlement costs as allowed by FHA regulations. 53-58

VA LOAN COSTS. If this sale is contingent on Buyer obtaining a VA loan, Seller agrees to pay the full escrow fee for the entire transaction. In addition Seller agrees to pay _____ (\$300.00 if not filled in), which shall be applied to that portion of Buyer's loan and settlement costs that the Lender is prohibited from collecting from the Buyer under VA regulations. Any balance remaining shall be payable to Buyer's loan discount, loan fee, interest buy down and/or financing and closing costs to the extent permitted by VA regulations and Buyer's loan amount is not thereby reduced. 59-64

CONVENTIONAL LOAN COSTS. Seller agrees to pay up to _____ (\$0.00 if not filled in), which shall be applied to Buyer's loan and settlement costs, prepaids, loan discount, loan fee, interest buy down or financing and closing costs. 65-67

9. FHA/VA - APPRAISAL CERTIFICATE. If this Agreement is contingent on Buyer obtaining FHA or VA financing, it is expressly agreed that notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by FHA, VA, or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, paragraph 6 above shall apply. If Seller does not reduce the Purchase Price to the appraised or reappraised value, or deliver a reappraisal at or exceeding the sale price, the Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without regard to the appraised value, provided the difference in excess of the appraised value is paid in cash. 68-76

PURPOSE OF APPRAISAL. The appraised valuation is arrived at only to determine the maximum mortgage FHA or VA will insure. Neither FHA nor VA warrant the value or the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable. 77-79

"Importance of Home Inspections" **NOTICE FOR FHA LOANS.** FHA requires the Buyer to sign a FHA "Importance of Home Inspections" Notice (NWMLS Form 22F, Rev. date 1/97 or later) on or before the date Buyer executes any purchase and sale agreement. This requirement does not apply to new construction. 80-82

10. NOTICE TO BUYER CONCERNING INSURANCE. The availability and cost of homeowners or property insurance on the Property depends on a number of factors, including your personal insurance, financial and credit history, materials and conditions present in or on the Property, and the claims history for the Property. Some insurance companies base part of their underwriting decision on loss history reports that show the history of insurance claims or property losses concerning the Property or made by you concerning other properties. At the time you apply for homeowners insurance, most insurance companies will only issue a binder to you. A binder is not an insurance policy and it is not a promise that a policy will issue. It is only a temporary commitment to provide insurance coverage, and insurance companies have additional time after issuing the binder to make a final decision about insurability and the amount of the insurance premium. Therefore, it is important for you to submit an insurance application as early as possible. 83-91

INSURANCE CONTINGENCY/APPLICATION. This Agreement is is not (is, if not checked) conditioned upon Buyer obtaining a binder for a standard policy of homeowners or property insurance on the Property at an annual premium not to exceed 1/2 of 1% of the purchase price Buyer is paying for the Property with a deductible not to exceed \$1000, exclusive of all additional declarations and riders (e.g., art, jewelry, earthquake, etc.). Buyer agrees to make application for insurance within _____ days (5 days, if not filled in) after mutual acceptance of this Agreement. If Buyer fails to make application within the agreed time, then this insurance contingency shall be deemed waived. This insurance contingency shall be deemed satisfied, unless within _____ days (15 days, if not filled in) after mutual acceptance of this Agreement Buyer gives notice of inability to obtain a binder on the terms set forth above. If Buyer is unable to obtain a binder after making a good faith effort and timely gives notice of such inability, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. This contingency is not waived by a waiver of the financing contingency provided for above. Notices given pursuant to this paragraph may be given on NWMLS Form 90T. 92-103

Initials: BUYER: AB DATE: 4/25/05 SELLER: CH DATE: 5-4-05
BUYER: KS DATE: 4/25/05 SELLER: _____ DATE: _____

NWMLS Form 22B
Optional Clauses Addendum
Rev. 03/03
Page 1 of 2

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OPTIONAL CLAUSES ADDENDUM
TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 4/25 2005 1
between Mr. Bergens ("Buyer") 2
and King County ("Seller") 3
concerning 1650 SE Fall City Rd. ("the Property"). 4

CHECK IF INCLUDED: 5

1. Square Footage/Lot Size/Encroachments. The Listing Agent and Selling Licensee make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction within the inspection contingency period. 6-9

2. Homeowner's Policy of Title Insurance. Notwithstanding the "Title Insurance" clause in this Agreement, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable Homeowner's Policy of Title Insurance, rather than the standard form owner's policy. Buyer Seller (Seller if neither box is checked) shall pay the excess premium over that charged for a standard coverage policy. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy of Title Insurance for the Property, the parties agree that the Title Insurance Company shall issue a standard form owner's policy instead. 10-16

3. Extended Coverage Title Insurance. Notwithstanding the "Title Insurance" clause in this Agreement, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insurance, rather than the standard form owner's policy. Buyer shall pay the increased costs associated with the extended coverage policy including excess premium over that charged for a standard coverage policy and the cost of any survey required by the title insurer. 17-21

4. Property And Grounds Maintained. Until possession is transferred to Buyer, Seller agrees to maintain the Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); grounds; plumbing, heat, electrical and other systems; and all included items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree that the Listing Agent and Selling Licensee shall not, under any circumstances, be liable for the foregoing or Seller's breach of this clause. 22-29

5. Items Left by Seller. Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of Buyer, and may be retained or disposed of as Buyer determines. However, Seller agrees to ~~clean the interior of any structures and remove all trash, debris and other items from the Property prior to Buyer's closing.~~ Property is sold "as is, where is." 30-33

6. Utilities. To the best of Seller's knowledge, Seller represents that the Property is connected to a: public water main well public sewer main septic tank. 34-35

Initials: BUYER: AB DATE: 4/25/05 SELLER: CH DATE: 5-4-05 36
BUYER: FB DATE: 4/25/05 SELLER: _____ DATE: _____ 37

Handwritten notes: CH, FB, 5/2/05, 16512/05

Apr 26 05 07:17a

J. R. Sjolín

P. 3

NWMLS Form 22D
Optional Clauses Addendum
Rev. 03/03
Page 2 of 2

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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**
(continued)

7. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available:

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 41
CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 42
OTHER INSULATION DATA: _____ 43

8. **Statutory Safe Harbor.** The Default paragraph in the Purchase and Sale Agreement is deleted. The parties agree that RCW 64.04.005 shall apply and that in the event the Buyer fails, without legal excuse, to complete the purchase of the Property, then that portion of the Earnest Money which does not exceed 5% of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

Initials: BUYER: [Signature] SELLER: [Signature] 48
BUYER: KIND BUI SELLER: _____ 49

9. **Selling Broker's Commission.** If there is no written listing agreement, Seller agrees to pay Selling Broker a commission of _____ % of sales price or \$ _____ 50
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. 53

10. **Leased Property.** Buyer hereby acknowledges that Seller leases the following items of personal property, possession of which shall pass to Buyer on Closing: 54
 propane tank security system satellite dish other _____ 55
Buyer shall assume the lease for the items selected, perform all of the obligations of the lease, and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease. 57 58

11. **Other.** 59
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Initials: BUYER: AB DATE: 4/25/05 SELLER: [Signature] DATE: 5-4-05 71
BUYER: TS DATE: 4/25/05 SELLER: _____ DATE: _____ 72

NWMLS Form No. 34
Addendum/Amendment to P & S
Rev. 6/88
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 4/25, 2005
between The Berge's ("Buyer") 2
and King County ("Seller") 3
concerning: 1650 SE Fall City Rd. ("the Property"). 4

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

CH
FB
5/24/05

~~Seller to pay for a sensitivity (CAO) site approval.~~
~~Seller to pay for a Septic peak test feasibility test for two lots & design system for 1 lot~~

CH
FB
5/24/05

~~Sale Subject to buyers obtaining a lot line adjustment permit.~~

CH
FB
5/24/05

~~Buyers to close on the above property 12 mos from MA. (date to be determined) on or before 12/31/2005~~

CH
FB
5/24/05

~~Closing is subject to County Council approval!~~

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 25

AGENT (COMPANY) WRE, SBA 26
BY: Jill Sjoln 27

Initials: BUYER: JB Date: 4/25/05 SELLER: CH Date: 5/19/05 28
BUYER: KB Date: 4/25/05 SELLER: _____ Date: _____ 29

May 06 05 08:14a

J R. Sjolín

425 6583

P. 2

NWMLS Form 35F
Feasibility Contingency Addendum
Rev. 03/03
Page 1 of 1

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FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated 4/25/05
between The Bergers ("Buyer")
and King County ("Seller")
concerning 1650 SE Fall City Road ("the Property")

Feasibility Contingency. Buyer shall verify within 60 days (10 days, if not filled in) after mutual acceptance (the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, but not limited to, whether 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 feasibility 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 shall include, but not be limited to: building or development moratoria 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 areas; 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 services 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

This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives notice of disapproval on or before the Feasibility Expiration Date. If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Initials: BUYER: tb DATE: 4/25/05 SELLER: CSH DATE: 5/19/05
BUYER: KB DATE: 4/25/05 SELLER: _____ DATE: _____

Apr 26 05 07:17a

J. R. Sjolín

425 983

P.1

WINDERMERE ADDITIONAL CLAUSES ADDENDUM

This Addendum is a part of the Purchase and Sale Agreement ("Agreement") dated 4/25/05 between Burgers ("Buyer") and King Co. ("Seller") concerning the property commonly known as 1050 SE FURLEY (the Property). In this addendum, "Agent" means both Listing and Selling Agent and their brokerages, including licensees who are not representing either Buyer or Seller. This Addendum supersedes any inconsistent terms of this Agreement.

1. MUTUAL ACCEPTANCE DATE. Mutual acceptance occurs when one party's signed acceptance is delivered to the other party in the manner provided for in the Agreement. For the convenience of the parties in determining deadlines only, Buyer and Seller authorize the Agent who delivers the signed acceptance to insert the date of delivery. Failure to identify the date of delivery shall not affect the validity of this Agreement.

Acceptance delivered by fax [checked] personally by [] to [] on []

2. LEAD BASED PAINT/CANCELLATION RIGHTS. If a residential dwelling was built on the Property before 1978, Seller shall provide Buyer with a Disclosure of Information of Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) and attachments no later than [] days (five days if not filled in) after mutual acceptance. Buyer shall have three days from receipt of the disclosures to rescind this transaction. Seller's failure to complete and deliver the Lead Based Paint Disclosures may result in liability for treble damages and substantial penalties under federal law.

3. REAL PROPERTY TRANSFER DISCLOSURE STATEMENT. The Real Property Transfer Disclosure Statement (RPTDS) is for disclosure purposes only and is not a part of this Agreement, it:

- [] has been provided to the Buyer.
[] is to be provided to the Buyer within [] days (5 business days if not filled in) of mutual acceptance.
[] is not available. Buyer waives right to receive Seller's RPTDS.
[] is not required (exempt transaction under RCW 64.08).

When no RPTDS is being provided, Seller acknowledges Seller's obligation to disclose all known material defects.

4. CAPACITY CHARGES. Buyer is advised to verify the existence and amount of any capacity or impact charges for connecting utilities to the property, including any deferred amounts. Seller will pay capacity charges that accrue on or before closing. All capacity charges which accrue after closing shall be assumed by buyer. If neither box is checked, then the capacity charges shall be assumed by Buyer. The Closing Agent is instructed to prorate capacity charges if appropriate.

5. TITLEVIEW CONTINGENCY. If this Agreement is subject to a Title Contingency (NWMLS Form 22T or equivalent), then the title contingency shall include verification that the views from the Property will not be unduly blocked by future events. Buyer's investigation may include the condition of title (including the absence or presence of restrictions, easements and covenants); zoning and land use restrictions; and/or building permit or development applications of record. If Buyer disapproves under this paragraph, then Buyer shall identify the specific grounds for disapproval, and Seller shall be entitled to cure the disapproval as set forth in the Title Contingency Addendum.

6. AFFILIATED BUSINESS RELATIONSHIPS. Some Windermere brokerages have an ownership interest in Windermere Mortgage Services, Settlement Services (escrow), and/or Commonwealth Land Title of Puget Sound, and may receive a financial benefit from that interest if Buyer or Seller elects to use those service providers. Buyer and Seller acknowledge that Windermere has not required the use of any service provider.

7. RECOMMENDATIONS AND REFERRALS. Agent may assist Buyer or Seller with locating, selecting or scheduling service providers, such as home inspectors, contractors and lenders. Agent cannot guarantee, ensure or be responsible for the quality or performance of the services or to the financial responsibility of third parties. Other vendors are available, and the price and quality of such services is competitive. Buyer and Seller agree to exercise their own judgment regarding such service providers.

8. COMPLETE AGREEMENT. Buyer and Seller agree that all representations and understandings on which they are relying are contained in this written Agreement, and agree that Buyer, Seller and Agent shall not be responsible for any representations or agreements that are not contained in this written Agreement, including flyers, advertising and listing information.

Buyer: [Signature] 4/25/05 Date
Buyer: [Signature] 4/25/05 Date

Seller: [Signature] 4/25/05 Date
Seller: [Signature] 4/25/05 Date

WA-WACA 08/03

Windermere