



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

August 30, 2010

Ordinance 16917

Proposed No. 2010-0318.1

Sponsors Drago

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

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Findings:

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

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

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

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

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

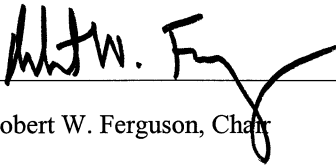
28 SECTION 2. The King County council, having determined that sale of the land  
29 described in Attachment A to this ordinance is in the best interest of the county, does

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

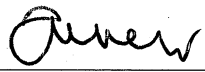
Ordinance 16917 was introduced on 7/6/2010 and passed by the Metropolitan King County Council on 8/30/2010, by the following vote:

Yes: 7 - Ms. Drago, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Patterson, Mr. Ferguson and Mr. Dunn  
No: 0  
Excused: 2 - Mr. Phillips and Ms. Lambert

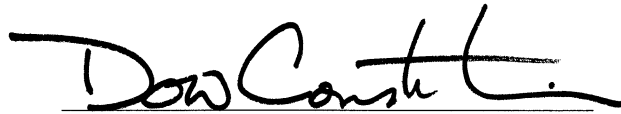
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Robert W. Ferguson, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 10<sup>th</sup> day of September, 2010.

  
Dow Constantine, County Executive

RECEIVED  
2010 SEP 10 PM 4: 17  
CLERK  
KING COUNTY COUNCIL

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

# ATTACHMENT A

FROM : BRITT ASPLUND REAL ESTATE  
16917

FAX NO. : 206 567 4748

Jan. 13 2010 02:52PM P2

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

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## VACANT LAND PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

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

Britt Asplund 9/28/09  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Buyer's Signature Date  
12928 Vashon Hwy. SW.  
Buyer's Address  
Vashon, Wa. 98070  
City, State, Zip  
206-567-4748 206-567-4748  
Phone Fax  
BRITTISLANDER2@AOL.COM  
Buyer's E-mail Address  
ASPLUND REALTY 4631  
Selling Broker MLS Office No.  
Britt Asplund 9189  
Selling Licensee (Print) MLS LAG No.  
206-713-1163  
Phone Fax

\_\_\_\_\_  
Seller's Signature Date  
\_\_\_\_\_  
Seller's Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Phone Fax  
\_\_\_\_\_  
Seller's E-mail Address  
\_\_\_\_\_  
Listing Broker MLS Office No.  
\_\_\_\_\_  
Listing Agent (Print) MLS LAG No.  
\_\_\_\_\_  
Phone Fax

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

- a. **Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. 1-4
- b. **Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 for the costs thereof. 5-22
- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description. 23-30
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance, with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance agrees to pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 31-43
- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. 44-50
- f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the 51-54

Initials: BUYER: \_\_\_\_\_ DATE: 9-28-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 55  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 56

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

- cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange. 57-59
- g. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 14, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller agrees to provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 15. 60-74
- h. Sale Information.** The Listing Agent or Selling Licensee is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale. 75-79
- i. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 80-83
- j. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Actual receipt by Selling Licensee of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice. 84-97
- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 98-109

Initials: BUYER: BA DATE: 9-28-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 110  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 111

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

- i. Facsimile or E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 112  
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- m. Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. 117  
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- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 120  
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- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply: 123  
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  - i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 125  
126
  - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 127  
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- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses. 131  
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- q. Offer.** Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 135  
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- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 139  
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- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 144  
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- t. Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 147  
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- u. Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 153  
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Initials: BUYER:   *EA*   DATE:   9-28-09   SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 161  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 162

VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS

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

Initials: BUYER: Da DATE: 9-29-09 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 216  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 217



**SELLING BROKER'S COMMISSION**

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

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

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

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

Form 34  
Addendum/Amendment to P & S  
Rev. 5/96  
Page 1 of 1

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Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

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

The following is part of the Purchase and Sale Agreement dated September 28, 2009 1  
between Britt Asplund Living Trust ("Buyer") 2  
and King County ("Seller") 3  
concerning Tax Lot #182303-9108 ("the Property") 4

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

Earnest Money check in the amount of \$2,000.00 (Two thousand Dollars) shall be held By King County  
Treasurer, to whom check has been made payable to. 6  
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A King County Lawyer and King County Council, must both approve the offer prior to acceptance. 10  
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

AGENT (COMPANY) ASPLUND REALTY 42

BY: Britt Asplund 43

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

NWMLS Form 34  
Addendum/Amendment to P & S  
Rev. 5/96  
Page 1 of 1

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ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated SEPT. 28, 2009 1  
between BRITT ASPLUND LIVING TRUST ("Buyer") 2  
and KING COUNTY ("Seller") 3  
concerning TAX PARCEL # 182303-9108 ("the Property") 4

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

BUYER HEREBY REMOVES ALL CONTINGENCIES 6  
RELATED TO THIS PURCHASE & SALE AGREEMENT. 7  
PROCEED TO CLOSING. 8  
9  
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

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

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

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

**EXHIBIT A – LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ACKNOWLEDGED:**

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

1-12-2010  
Date

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

\_\_\_\_\_  
Date

### NOTICE TO PURCHASER

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

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

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

### SELLER'S REPRESENTATIONS

#### ON-SITE SEWAGE SYSTEM EVALUATION

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

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

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

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

Beginning at a point on the centerline of the Vashon Heights Road (also known as 105th Avenue Southwest) in the northwest quarter of the southeast quarter of Section 7, Township 23 North, Range 3 East, W.M., in King County, Washington, south 01°59'10" east 889.86 feet from the northwest corner of the northwest quarter of the southeast quarter of said Section 7, at King County Engineer's Station 59+98.28 of Survey No. 7-23-3-3;

thence south 01°59'10" east 393.49 feet;

thence along the arc of a curve to the right having a radius of 716.20 feet a distance of 296.82 feet;

thence south 21°45'35" west 426.28 feet;

thence along the arc of a curve to the left having a radius of 1,432.40 feet a distance of 570.31 feet;

thence south 01°03'10" east 1,703.56 feet;

thence along the arc of a curve to the left having a radius of 572.96 feet a distance of 387.00 feet;

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

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

I represent that the statements above are true.

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

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

**BUYER'S SIGNATURE**

I have read this statement and understand its contents.

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

1-12-2010  
(date)

**WAIVER (IN THE ALTERNATIVE)**

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

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

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

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

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

The following is part of the Purchase and Sale Agreement dated September 28, 2009 1  
between BRITT ASPLUND / BRITT ASPLUND LIVING TRUST ("Buyer") 2  
and KING COUNTY ("Seller") 3  
concerning \_\_\_\_\_ (the "Property") 4

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

**WATER DISTRICT:**

Name \_\_\_\_\_ 9  
Heights Water District \_\_\_\_\_  
Address \_\_\_\_\_  
17612 Vashon Highway Southwest, # 102 \_\_\_\_\_ 10  
City, State, Zip \_\_\_\_\_

**SEWER DISTRICT:**

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

**IRRIGATION DISTRICT**

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

**GARBAGE:**

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

**ELECTRICITY:**

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

**GAS:**

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

**SPECIAL DISTRICT(S):**

(local improvement districts or utility local improvement districts)

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

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

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

Initials: BUYER: Ba. DATE: 1-12-2010 SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 37  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 38



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

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

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

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

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

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

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

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

Signed and acknowledged:

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

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

SELLER DISCLOSURE STATEMENT †  
UNIMPROVED PROPERTY

SELLER: KING COUNTY

† To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home (not including property defined as "timber land" under RCW 84.34.020). See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

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

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT

EAST SIDE OF VASHON HIGHWAY SW @ 12800 BLOCK, APN 182303-9108

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

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

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

Seller  is/  is not occupying the property.

I. SELLER'S DISCLOSURES:

\* If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

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

YES NO DON'T KNOW

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

(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

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

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

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

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

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

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

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

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

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

PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

SELLER'S INITIAL: RLZ

DATE: 10-19-09

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

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

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

	YES	NO	DON'T KNOW	57
<b>2. WATER</b>				58
<b>A. Household Water</b>				59
(1) Does the property have potable water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	60
(2) If yes, the source of water for the property is:				61
<input checked="" type="checkbox"/> Private or publicly owned water system				62
<input type="checkbox"/> Private well serving only the property				63
* <input type="checkbox"/> Other water system				64
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
* (3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	66
				67
* (4) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	68
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	69
				70
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	71
				72
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	73
				74
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	75
				76
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	77
				78
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	79
				80
* (8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	81
				82
<b>B. Irrigation Water</b>				83
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	84
(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	85
				86
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87
				88
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	89
If so, please identify the entity that supplies irrigation water to the property:				90
				91
<b>C. Outdoor Sprinkler System</b>				92
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	93
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	94
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	95
				96
<b>3. SEWER/SEPTIC SYSTEM</b>				97
<b>A. The property is served by:</b>				98
<input type="checkbox"/> Public sewer system				99
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)				100
<input type="checkbox"/> Other disposal system				101
Please describe: <u>There is no sewer connection for this property.</u>				102
<b>B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	103
				104

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

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

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

	YES	NO	DON'T KNOW	105
C. If the property is connected to an on-site sewage system:				106
* (1) Was a permit issued for its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	107
* (2) Was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	108
(3) Is the septic system a pressurized system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	109
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	110
* (5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	112
If no, please explain: _____				113
				114
				115
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116
				117
<b>4. ELECTRICAL/GAS</b>				118
A. Is the property served by natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	119
B. Is there a connection charge for gas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120
C. Is the property served by electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	121
D. Is there a connection charge for electricity?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
* E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	123
<b>5. FLOODING</b>				124
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	125
<b>6. SOIL STABILITY</b>				126
* A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	127
<b>7. ENVIRONMENTAL</b>				128
* A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	129
				130
* B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	131
* C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	132
				133
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	134
* E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	135
				136
				137
* F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	138
* G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	139
* H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	140
				141
* I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	142
* J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	143
* K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	144

SELLER UNDERSTANDS FROM PSE  
 THAT ELECTRICAL & GAS ARE AVAILABLE  
 IN STREET. BUYER TO CONFIRM

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

SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ 145

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

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

- |  | YES                      | NO                                  | DON'T KNOW               | 146<br>147               |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Is there a homeowners' association?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 148                      |
| 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: |                          |                                     |                          | 149<br>150<br>151<br>152 |
| B. Are there regular periodic assessments?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 153                      |
| _____ per <input type="checkbox"/> month <input type="checkbox"/> years  |                          |                                     |                          | 154                      |
| <input type="checkbox"/> Other _____   |                          |                                     |                          | 155                      |
| *C. Are there any pending special assessments?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 156                      |
| *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 157<br>158<br>159        |

**9. OTHER FACTS**

- |   |                          |                          |                                     |            |
|---|--------------------------|--------------------------|-------------------------------------|------------|
| *A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 161        |
| *B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 162<br>163 |
| *C. Is the property classified or designated as forest land or open space?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 164        |
| D. Do you have a forest management plan? If yes, attach.  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 165        |
| *E. Have any development-related permit applications been submitted to any government agencies?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 166        |
| If the answer to E is "yes", what is the status or outcome of those applications?   |                          |                          |                                     | 167<br>168 |

**10. FULL DISCLOSURE BY SELLERS**

- |  |              |  |  |                          |
|--|--------------|--|--|--------------------------|
| A. Other conditions or defects:  |              |  |  | 170                      |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about?  |              |  |  | 171<br>172               |
| B. Verification  |              |  |  | 173                      |
| The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. |              |  |  | 174<br>175<br>176<br>177 |
| Date: 10/19/2009   | Date: _____  |  |  | 178                      |
| Seller <u>David Hollenhorst for King County</u>  | Seller _____ |  |  | 179                      |

**NOTICES TO THE BUYER**

**SEX OFFENDER REGISTRATION**

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

**PROXIMITY TO FARMING**

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

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



16917

News Release  
DATE

Contact: Al Sanders  
(206) 296-1685

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

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

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

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

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

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

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

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

**SUMMARY**

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

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

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

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

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