

**RESOLUTION 2012-M**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE EXECUTION OF A PURCHASE AND SALE AGREEMENT TO DISPOSE OF CERTAIN REAL PROPERTY**

**WHEREAS**, the Town Council is statutorily authorized by RCW 35.27.370(2) to dispose of real property for the benefit of the Town of Eatonville;

**WHEREAS**, the Town is the legal owner of real property located at 409 Center Street, Eatonville, WA, 98328, Tax Parcel Number 041614303, and has been offered good and valuable consideration to sell said property, and

**WHEREAS**, the Council desires to dispose of such property,

**BE IT RESOLVED** by the Council of the Town of Eatonville to authorize the Mayor to execute on behalf of the Town the attached Purchase and Sale Agreement for the disposition of the property owned by the Town referenced above for the sale price of \$58,480.00, and for the terms described in said Purchase and Sale Agreement, which are adopted by the Council and incorporated by reference herein.

Passed by the Council of the Town of Eatonville at a regular meeting this \_\_\_\_\_ day of February, 2012.

\_\_\_\_\_  
Raymond Harper, Mayor

ATTEST:

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

- Date:** February 14, 2012 **MLS No.:** 288408
- Buyer:** Jay Morgan and or Assigned
- Seller:** Town Of Eatonville
- Property:** Tax Parcel No(s): 041614303 ( Pierce County)  
Street Address: 409 Center, Eatonville Washington 98328  
**Legal Description:** Attached as Exhibit A.
- Included Items:**  stove/range;  refrigerator;  washer;  dryer;  dishwasher;  hot tub;  fireplace insert;  
 wood stove;  satellite dish;  security system;  other \_\_\_\_\_
- Purchase Price:** \$ 58,480.00 Fifty Eight Thousand Four Hundred Eighty dollars
- Earnest Money:** (To be held by  Selling Firm;  Closing Agent)  
Personal Check: \$ 500.00; Note: \$ \_\_\_\_\_; Other ( \_\_\_\_\_ ): \$ \_\_\_\_\_
- Default:** (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
- Title Insurance Company:** First American Title Insurance Co.
- Closing Agent:**  a qualified closing agent of Buyer's choice;  First American Title Insurance Co.
- Closing Date:** 03/16/12 April 15, 2012 / ~~2-27-2012~~
- Possession Date:**  on Closing;  Other \_\_\_\_\_
- Offer Expiration Date:** ~~02/17/12~~ 2-28-12 / ~~RA 2-27-2012~~
- 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
- Agency Disclosure:** Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties
- Addenda:** 22D(Opt. Clauses) 22F(Home Inspect) 22J(Lead Discl) 22T(Title Cont.)

35(Inspection)

form 22K, form 42, form 36

AT7EDA36-808A-4780-8330  
Jay Morgan  
2/14/2012 9:38:27 AM

02/14/2012

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date 2-27-2012

Buyer's Address \_\_\_\_\_

Seller's Address PO Box 309

City, State, Zip \_\_\_\_\_

Eatonville WA, 98328

360-477-7846

360-832-3361

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Buyer's E-mail Address \_\_\_\_\_

Seller's E-mail Address \_\_\_\_\_

Keller Williams Realty PS 9861

Countryside Real Estate 9254

Selling Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_

Listing Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_

Selling Firm's Assumed Name (if applicable) \_\_\_\_\_

Listing Firm's Assumed Name (if applicable) \_\_\_\_\_

David Quantrell 90994

Melly Rodriguez 6919

Selling Broker (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_

Listing Broker (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_

253-835-4500 253-835-4550

360-832-6600 360-832-6606

Phone No. \_\_\_\_\_ Firm Fax No. \_\_\_\_\_

Phone No. \_\_\_\_\_ Firm Fax No. \_\_\_\_\_

davidq@kw.com

formelly 6166@yahoo.com

Selling Broker's E-mail Address \_\_\_\_\_

Listing Broker's E-mail Address \_\_\_\_\_

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.

b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Broker who will deposit any check to be held by Selling Firm, 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 Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm'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 shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm 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 Firm 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 Firm 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 Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, the other party may make a written demand to the Closing Agent for the Earnest Money. If only one party makes such a demand, Closing Agent shall promptly deliver notice of the demand to the other party. If the other party does not object to the demand within 10 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand. If Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. The parties are advised that, notwithstanding the foregoing, Closing Agent may require the parties to execute a separate agreement before disbursing the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. Upon either party's request, the party holding the Earnest Money shall commence an interpleader action in the county in which the Property is located. For the purposes of this paragraph, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; all bathroom and other fixtures; and all associated operating equipment. If any of the above Included Items are leased or encumbered, Seller shall acquire and clear title at or before Closing.

d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances 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.

e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, 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 shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be

Initials: BUYER: Jm Date: 02/14/2012 SELLER: RA Date: 2-22-2012  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, 60  
unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described 61  
in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance 62  
or damages as a consequence of Seller's inability to provide insurable title. 63

**f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 64  
on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, 65  
the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when 66  
the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale 67  
proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on 68  
the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. 69  
Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to 70  
possession. If possession transfers at a time other than Closing, the parties agree to execute NWMLS Form 65A 71  
(Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After 72  
Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies 73  
to assure appropriate hazard and liability insurance policies are in place, as applicable. 74

**g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 75  
like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the 76  
cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and 77  
costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating 78  
party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a 79  
Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 80  
purposes of completing a reverse exchange. 81

**h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the 82  
escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, 83  
and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, 84  
including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any 85  
payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such 86  
delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, 87  
prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller shall pay 88  
all utility charges, including unbilled charges. Unless waived in Specific Term No. 14, Seller and Buyer request the 89  
services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 90  
and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights 91  
(attach NWMLS Form 22K Identification of Utilities or equivalent). 92

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 93  
other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 94  
are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before 95  
Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 15. 96

**i. Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all 97  
terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 98  
else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 99  
and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information 100  
and copies of documents concerning this sale. 101

**j. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or 102  
equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. 103  
Seller shall sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, 104  
Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 105

**k. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing 106  
Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this Agreement, the 107  
parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or 108  
related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be 109  
signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Broker or 110  
at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed 111  
given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by 112  
Selling Broker of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public 113  
Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 114  
22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt 115  
by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning 116  
the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and 117

Initials: BUYER: Jm Date: 02/14/2012 SELLER: RJA Date: 2-22-2012  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

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*Continued*

Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 118  
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- i. 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. 120  
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- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 132  
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- n. Integration and Electronic Signatures.** 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. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. 137  
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- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 141  
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- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 144  
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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. 146  
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  - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 148  
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- q. 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. 152  
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- r. Offer.** Buyer shall 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 received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 156  
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- s. 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 received by Seller, by Listing Broker or at the licensed office of Listing Broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 160  
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- t. 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. 165  
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- u. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager 168  
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Initials: BUYER: Jm Date: 02/14/2012 SELLER: RH Date: 2-27-2012  
 BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
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(if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

**v. 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 Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, 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 Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

**w. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.

**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 Firm 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 Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has 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 Broker. In addition, Brokers 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. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers 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.

Initials: BUYER:  \_\_\_\_\_  
BUYER: \_\_\_\_\_

Date: 02/14/2012  
Date: \_\_\_\_\_

SELLER:  \_\_\_\_\_  
SELLER: \_\_\_\_\_

Date: 2-27-2012  
Date: \_\_\_\_\_

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 14, 2012 1  
between Jay Morgan and or Assigned ("Buyer") 2  
and Town Of Eatonville ("Seller") 3  
concerning 409 Center, Eatonville, WA 98328 (the "Property"). 4

**CHECK IF INCLUDED:** 5

- 1.  **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6  
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7  
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8  
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9  
encroachments to Buyer's own satisfaction within the inspection contingency period. 10
- 2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11  
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12  
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
  - Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14  
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15  
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16  
the Homeowner's Policy of Title Insurance. 17
  - Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an 18  
ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy 19  
of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, 20  
including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost 21  
of any survey required by the title insurer. 22
- 3.  **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller agrees to maintain the 23  
Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); 24  
grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system 25  
become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair, or replace the 26  
same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property 27  
within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree 28  
that the Listing Broker and Selling Broker shall not, under any circumstances, be liable for the foregoing or 29  
Seller's breach of this clause. 30
- 4.  **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when 31  
possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or 32  
disposed of as Buyer determines. However, Seller agrees to clean the interiors of any structures and remove 33  
all trash, debris and rubbish on the Property prior to Buyer taking possession. 34
- 5.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 35
  - public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_; 36
  - irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone; 37
  - cable;  electricity;  other \_\_\_\_\_ . 38

Initials: BUYER:  Date: 02/14/2012 SELLER: RH Date: 2-22-2012  
 BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

*Continued*

- 6.  **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: \_\_\_\_\_
  - CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_
  - OTHER INSULATION DATA: \_\_\_\_\_
  
- 7.  **Leased Property.** Buyer hereby acknowledges that Seller leases the following items of personal property, possession of which shall pass to Buyer on Closing:
  - propane tank;  security system;  satellite dish;  other \_\_\_\_\_
 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.
  
- 8.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall provide Buyer a copy of the following documents (if available from the Association) within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance:
  1. Association rules and regulations, including, but not limited to architectural guidelines;
  2. Association meeting minutes from the prior two (2) years;
  3. Association Board of Directors meeting minutes from the prior six (6) months; and
  4. Association financial statements from the prior two (2) years.
 If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
  
- 9.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- 10.  **E-mail Transmission.** E-mail transmission of any signed original document, and retransmission of any signed e-mail transmission, shall be the same as delivery of an original, provided that the document is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses below. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
 

<u> davidg@kw.com </u>	<u>formelly 6166@yahoo.com</u>
Selling Broker E-mail Address	Listing Broker E-mail Address
<u>kwfwbroker@gmail.com</u>	<u>formelly-6666@yahoo.com</u>
Selling Firm Authorized E-mail Address	Listing Firm Authorized E-mail Address
  
- 11.  **Other.**

Initials: BUYER:  Date: 02/14/2012 SELLER: RH Date: 2-22-2012  
 BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

CAUTION

U.S. Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



02/14/2012

OMB Approval No: 2502-0534  
(exp. 07/31/2009)

# For Your Protection: Get a Home Inspection

## Why a Buyer Needs a Home Inspection

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

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

## Appraisals are Different from Home Inspections

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

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

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

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

## Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

## Be an Informed Buyer

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



HUD-92564-CN (6/06)



CAUTION



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement  
*Continued*

**Buyer's/Lessee's Acknowledgment**

- (c) Buyer/Lessee has received copies of all information listed above. 40
- (d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 41
- (e) Buyer has (check one below only if Purchase and Sale Agreement): 42

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

Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 44

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 45

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within 10 (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 46

The Seller may, at the Seller's option, within 3 days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 47

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within 3 days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 48

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 49

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 50

Jay Morgan 02/14/2012  
Buyer/Lessee Date

Jay Lynn 2-22-2012  
Buyer/Lessee Date

**Brokers' Acknowledgment**

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 51

David C Quantrell 02/17/2012  
Selling Broker Date

[Signature] 2/22/12  
Listing Broker Date

Initials: BUYER/LESSEE: Jm Date: 02/14/2012 SELLER/LESSOR: RH Date: 2-22-2012  
BUYER/LESSEE: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER/LESSOR: \_\_\_\_\_ Date: \_\_\_\_\_

**TITLE CONTINGENCY ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 14, 2012 1  
between Jay Morgan and or Assigned ("Buyer") 2  
and Town Of Eatonville ("Seller") 3  
concerning 409 Center, Eatonville, WA 98328 (the "Property"). 4

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5  
together with easements, covenants, conditions and restrictions of record, which are to be obtained by Buyer, to 6  
determine that they are consistent with Buyer's intended use of the Property. Buyer shall have 5 days 7  
(5 days if not filled in)  from mutual acceptance of this Agreement or  from the date of Buyer's receipt of the 8  
preliminary commitment for title insurance (from mutual acceptance, if neither box checked) to give written 9  
notice of Buyer's disapproval and the reasons therefore. Buyer may only disapprove exceptions that are 10  
contained in the preliminary commitment and may not object to matters not contained therein. 11  
Seller shall have 5 days (5 days if not filled in) after receipt of Buyer's notice of disapproval to give 12  
Buyer written notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to 13  
cure all disapproved exceptions. If Seller does not give timely notice that Seller will clear all disapproved 14  
exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event 15  
Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer, less any unpaid costs 16  
described in the Agreement. Buyer shall have no right to specific performance or damages as a consequence of 17  
Seller's inability to provide insurable title. If Buyer does not terminate the Agreement, Buyer shall be deemed to 18  
have waived all objections to title, which Seller did not agree to clear. 19
2. **Supplemental Title Reports.** If Buyer receives supplemental title reports that disclose new exception(s) to the 20  
title commitment, then the time periods and procedures for notice, correction, and termination above shall apply 21  
to the date of Buyer's receipt of the supplemental title report. 22
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at closing 23  
as provided in the Agreement. 24

Initials: BUYER:  Date: 02/14/2012 SELLER:  Date: 2-27-2012  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

**INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 14, 2012 1  
between Jay Morgan and or Assigned ("Buyer") 2  
and Town Of Eatonville ("Seller") 3  
concerning 409 Center, Eatonville, WA 98328 (the "Property"). 4

1.  **a. INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with 5  
inspections of the Property and the improvements on the Property. Buyer's inspections may include, at 6  
Buyer's option and without limitation, the structural, mechanical and general condition of the improvements 7  
to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous 8  
materials, a pest inspection, and a soils/stability inspection. 9

**Buyer's Obligations.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's 10  
choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the 11  
Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting 12  
all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition 13  
they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection 14  
of the Property performed on Buyer's behalf. 15

**BUYER'S NOTICE.** This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless 16  
within 10 days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial 17  
Inspection Period"), Buyer gives notice (1) approving the inspection and waiving this contingency; (2) 18  
disapproving the inspection and terminating the Agreement; (3) that Buyer will conduct additional 19  
inspections; or (4) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves 20  
the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer 21  
proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase 22  
price or credits for repairs to be performed after closing, the parties shall negotiate as set forth in paragraph 23  
1.c, below. The parties may use NWMLS Form 35R to give notices required by this Addendum. 24

**ATTENTION BUYER:** If Buyer fails to give timely notice, then this inspection contingency shall be deemed 25  
waived and Seller shall not be obligated to make any repairs or modifications. 26

**b. Additional Inspections.** If an inspector so recommends, Buyer may obtain further evaluation of any 27  
item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, 28  
Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional 29  
inspections. If Buyer gives timely notice of additional inspections, Buyer shall have 5 (5 days if 30  
not filled in) after giving the notice to obtain the additional inspection(s) by a specialist. 31

**c. Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications under 32  
paragraph 1.a above, the parties shall negotiate as set forth in this paragraph. All requests, responses, and 33  
replies made in accordance with the following procedures are irrevocable for the time period provided. 34

**(i) Seller's Response to Request for Repairs or Modifications.** Seller shall have 3 days 35  
(3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that 36  
Seller (a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or 37  
modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers 38  
different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs 39  
or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller 40  
does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as 41  
follows: 42

**(ii) Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, 43  
Buyer shall have 3 days (3 days if not filled in) from either the day Buyer receives Seller's 44  
response or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) 45  
accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller 46  
on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the 47  
Earnest Money shall be refunded to Buyer. 48

Initials: BUYER: JM Date: 02/14/2012 SELLER: RH Date: 2-22-2012  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

### INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

**ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED.

**d. Repairs.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a licensed hazardous material engineer or other expert selected by Seller. Seller's repairs are subject to reinspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such reinspection. If Buyer agrees to pay for any repairs prior to closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.

**e. Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.

**f. Licensed Home Inspector.** If the person performing the inspection is required to be licensed under Chapter 18.280 RCW, then that person must be so licensed.

**2. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY:** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).

**3.  NEIGHBORHOOD REVIEW CONTINGENCY:** Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within \_\_\_\_\_ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**4.  PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker.

**5.  WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker.

Initials: BUYER:  Date: 02/14/2012 SELLER:  Date: 2-22-2012  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

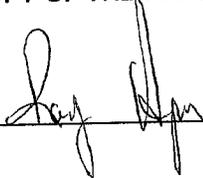
**AGENCY DISCLOSURE**

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither.

This form is for use when the transaction forms **do not** otherwise contain an agency disclosure provision.

THE UNDERSIGNED BROKER REPRESENTS: Seller,

THE UNDERSIGNED BUYER / LESSEE OR SELLER / LESSOR ACKNOWLEDGES RECEIPT OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY"

SELLER  DATE 2-22-2012  
Signature

SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
Signature

BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Signature

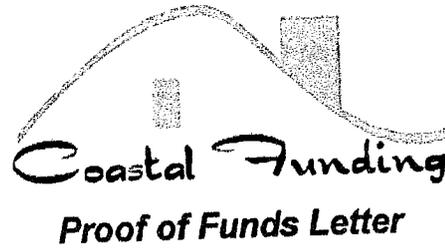
BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Signature

BROKER Melly Rodriguez \_\_\_\_\_  
Print/Type

BROKER'S SIGNATURE  \_\_\_\_\_

FIRM NAME AS LICENSED Countryside Real Estate \_\_\_\_\_  
Print/Type

FIRM'S ASSUMED NAME (if applicable) \_\_\_\_\_  
Print/Type



02/16/2012

RE: Jay C. Morgan  
409 Center, Eatorville, WA. 98328

To Whom It May Concern:

Please be advised that the purpose of this letter is to validate that within Coastal Funding, LLC guidelines, Coastal Funding, LLC will provide Jay C. Morgan with funds in the amount up to \$58,480.00, (private funds), to purchase 409 Center, Eatorville, WA. 98328. Jay C. Morgan has been approved for a quick cash closing.

Cordially,

*Coastal Funding, LLC*

*Ryan R. Moore*  
**Managing Member**

*1225 E. Sunset Dr. Suite 655*  
*Bellingham, WA 98226*  
*[www.Coastal-Funding.com](http://www.Coastal-Funding.com)*  
*P: (800)262-6035 F: (800)737-1360*



[Click here to print this page](#)

**COUNTEROFFER ADDENDUM  
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated February 14, 2012,  
concerning 409 Center, Eatonville, WA 98328 (the "Property"),  
by, Town Of Eatonville, as Seller  
and the undersigned Jay Morgan and or Assigned, as Buyer  
are accepted, except for the following changes.

The Purchase Price shall be \$ \_\_\_\_\_

Other.

This counteroffer shall expire at 9:00 p.m. on \_\_\_\_\_ (if not filled in, two days after it is delivered),  
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor,  
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the  
Earnest Money shall be refunded to Buyer.

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth.

_____ Signature	_____ Date	_____ Signature	_____ Date
The above counteroffer is accepted.			
_____ Signature	_____ Date	_____ Signature	_____ Date

IDENTIFICATION OF UTILITIES  
ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated February 14, 2012 1  
between Jay Morgan and or ASSIGNED ("Buyer") 2  
and Town Of Eatonville ("Seller") 3  
concerning 409 Center , Eatonville, WA 98328 (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 6  
service to the Property and having lien rights are as follows: 7

WATER DISTRICT: TOWN OF EATONVILLE 8  
Name

P.O. BOX 309 9  
Address

EATONVILLE, WA 98328 10  
City, State, Zip

SEWER DISTRICT: TOWN OF EATONVILLE 11  
Name

P.O. BOX 309 12  
Address

EATONVILLE, WA 98328 13  
City, State, Zip

IRRIGATION DISTRICT: \_\_\_\_\_ 14  
Name

\_\_\_\_\_ 15  
Address

\_\_\_\_\_ 16  
City, State, Zip

GARBAGE: \_\_\_\_\_ 17  
Name

TOWN OF EATONVILLE 18  
Address

P.O. BOX 309 19  
City, State, Zip

EATONVILLE, WA 98328 20  
City, State, Zip

ELECTRICITY: \_\_\_\_\_ 21  
Name

TOWN OF EATONVILLE 22  
Address

P.O. BOX 309 23  
City, State, Zip

EATONVILLE, WA 98328 24  
City, State, Zip

~~GAS:~~ \_\_\_\_\_ 25  
Name

\_\_\_\_\_ 26  
Address

\_\_\_\_\_ 27  
City, State, Zip

SPECIAL DISTRICT(S): \_\_\_\_\_ 28  
(local improvement districts or utility local improvement districts) Name

\_\_\_\_\_ 29  
Address

\_\_\_\_\_ 30  
City, State, Zip

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

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

Initials: BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: RM Date: 2-22-2012  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

Listing # 288408      409 Center , Eatonville 98328      STAT: Active      LP: \$89,000  
 County: Pierce      LT:      BLK:      CMTY: Eatonville      PRJ:



Type: Residential      CDOM: 499  
 AR: 124      TAX: 041614303      OLP: \$89,000  
 MAP: 975      GRD: D-3      Internet: Yes  
 DD: South on 161 to blinking light on Center Street, take a right stay on Center Street stay on Center house is on the left right before you get on the Eatonville HWY.  
 FIN:  
 LD: 10/24/2011  
 XD: 10/24/2012  
 OMD:

LAG: Melly Rodriguez (6919)      PH: (360) 832-6600  
 FAX: (360) 832-6606      PH Type: Office  
 LO: Countryside Real Estate (9254)      PH: (360) 832-6600  
 SOC: 3      Cmnts:  
 CLA:  
 CLO:      PH:  
 OTVP: Tenant      PTO: Yes F17: Provided  
 OWN: Town Of Eatonville      OCC: Adkins  
 KEY: Appointment, Call Listing Office      OPH: (360) 832-3361  
 PTS: (253) 307-6060      OAD: Eatonville WA  
 POS: Sub. Tenant's Rights  
 TRM: Cash Out  
 HOD:  
 TX\$: \$1,740      TXY: 2010      SNR: No      MOR:

SFF:      SFU:  
 ASF: 1,400      SFS: pierce county  
 Community Feat:  
 SPA:      SAA:      AFH:

Right of First Refusal:

BR: 3      BDA:      BTH: 1.75      FBT: 1      QBT: 1      HBT: 0      FP: 1      TOF:

G	L	M	U	ACR: 0.210	LSF: 9,148
BR: 0	3	0	0	VEW:	LSZ:
FUL: 0	0	1	0	WFT:	WFG:
3/4: 0	0	1	0	LTV: Fruit Trees, Level	POL:
1/2: 0	0	0	0	LDE: Paved Street, Sidewalk	
1/4:				SIT: Outbuildings	
FP:					
Kit w Eat Spc	Main	GR: Carport-Attached	GAR: 1	STY: 10 - 1 Story	
Living Room	Main	BLD:      YBT: 1942	NC:	FND:	
Utility Room	Main	BDI: Built On Lot	ARC:		
		BDC:	RF: Composition		
		EXT: See Remarks	BSM:		
		MHM:	MHS:	MHN:	
		ENS: Electric	HTC: Heat Pump		
		WHT:	LSD:	FLS:	
		FEA:			
		APS:			

WAS: Public      WAC:      SD: Eatonville      EL:  
 SWR: Sewer Connected      SWC:      JH:  
 E-Cert:      POC:      BUS:      SH:  
 Zoning Jur: City      Zoning Code:      3rd Party Aprvl Req: None      BUS RTE:  
 Bank/REO Owned Y/N: No

Agent Only Remarks: Agents please call the listing agent before showings the house is rented. I will set it up with the tenants for now. 253-307-6060 Seller will look at all offers.

Marketing Remarks: This home was built from two box carts.You need to see it. Its a great home. It is not stick built.

### Countryside Real Estate

111 Center St. E, Eatonville, WA 98328 • 360-832-6600

#### Estimated Seller's Net Proceeds

Prepared: February 22, 2012

*The information on this estimated net sheet is deemed reliable, but is not guaranteed. The actual costs with respect to each transaction will vary depending on the circumstances.*

<b>Selling Price</b>		<b>\$58,480.00</b>
Closing Date: 3/23/2012		
<b>Real Estate Fees</b>		
Listing Office (3.0)		\$1,754.40
Selling Office (3.0)		\$1,754.40
<b>Settlement Costs</b>		
Escrow/Closing Fee (incl. tax)		\$441.83
Title Policy (incl. tax)		\$475.46
Prorated Property Tax		\$0.00
Excise Tax		\$1,040.94
<b>Mortgage Costs</b>		
1st Mortgage Balance		\$0.00
1st Mortgage Prorated Interest (0.0%)		0
1st Mortgage Prepayment Penalty		\$0.00
2nd Mortgage Balance		\$0.00
2nd Mortgage Prorated Interest		\$0.00
2nd Mortgage Prepayment Penalty		\$0.00
Additional Payoff		\$0.00
<b>Buyer's Cost Paid</b>		
Seller Paid Buyer Cost		\$0.00
Lender Requirement (FHA/VA)		\$0.00
<b>Other Costs</b>		
Special Assessment		\$0.00
Document Preparation Fee		\$100.00
Recording Fee		\$62.00
Homeowners Association Fee		\$0.00
Home Warranty Policy		\$0.00
Pest Inspection		\$0.00
	<b>Estimated Seller Costs</b>	<b>\$5,629.3</b>
	<b>ESTIMATED NET PROCEEDS</b>	<b>\$52,850.70</b>

Prepared by: Maria Rodriguez - Contact @ 360-832-6600

Rkt      2-22-2012