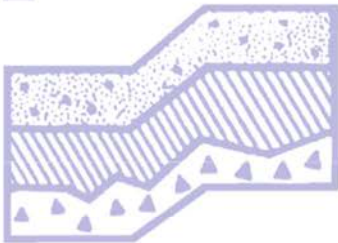


PHASE I ENVIRONMENTAL SITE ASSESSMENT

**Shoreline Townhomes
Meridian Avenue N and N 148th Street
Shoreline, Washington**

Project No. T-8268-1

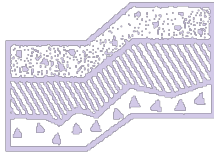


Terra Associates, Inc.

Prepared for:

**Pulte Homes of Washington, Inc.
Bellevue, Washington**

December 23, 2019



TERRA ASSOCIATES, Inc.

Consultants in Geotechnical Engineering, Geology
and
Environmental Earth Sciences

December 23, 2019
Project No. T-8268-1

Mr. Jim Sprott
Manager-Land Development
Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE, Suite 110
Bellevue, Washington 98006

Subject: Phase I Environmental Site Assessment
Shoreline Townhouses
Meridian Avenue N and N 148th Street
Shoreline, Washington

Dear Mr. Sprott:

We have completed a Phase I Environmental Site Assessment (ESA) for the Shoreline Townhomes project located at Meridian Avenue N and N 148th Street in Shoreline, Washington. This report includes information developed for our report, dated December 16, 2019 and our current work. Our study found that each of the parcels that comprise this assemblage had or has residential heating oil USTs. These USTs are recognized environmental conditions (RECs) associated with the site.

The attached report describes our study in detail. We trust the information presented is sufficient for your current needs. If you have any questions or require additional information, please call.

Sincerely yours,
TERRA ASSOCIATES, INC.

Charles R. Lie, L.E.G., L.H.G.
Project Manager

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Phase I Environmental Site Assessment Shoreline Townhomes Meridian Avenue N and N 148th Street Shoreline, Washington

1.0 EXECUTIVE SUMMARY

This report presents the findings of our current Phase I Environmental Site Assessment (ESA) of the Shoreline Townhomes project located at the northeast and southeast quadrants of the intersection of Meridian Avenue N and N 148th Street in Shoreline, Washington. The site location is shown on Figures 1 through 4. This report has been prepared in general accordance with American Society for Testing and Materials (ASTM) E-1527-2013.

The project consists of an assemblage of 11 individual tax parcels: King County Tax Parcel Numbers: 7771300055, 7771300065, 7771300070, 7771300140, 7771300150, 7771300145, 7771300060, 7771300110, 7771300115, 7771300125, and 7771300135. The project involves the demolition of the existing houses and redevelopment of the assemblage with townhouses. The assemblage covers 2.43 acres. Each of the individual parcels is currently developed with single-family residences. The houses were built in the late 1940s and early 1950s. Prior to the residential use of the parcels, the site and site vicinity were rural and agricultural in nature. Each of the houses were originally heated with oil heat. The past and ongoing presence of home heating oil USTs are recognized environmental conditions (RECs) associated with the site. The following sections of this report present the details of our study.

2.0 INTRODUCTION

2.1 Purpose

American Society for Testing and Materials (ASTM) E-1527-13 states: “The purpose of this practice is to define good commercial and customary practice in the United States of America for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the “landowner liability protections,” or “LLPs”): that is, the practice that constitutes all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B). Controlled substances are not included within the scope of this standard. Persons conducting an environmental site assessment as part of an EPA Brownfields Assessment and Characterization Grant awarded under CERCLA 42 U.S.C. §9604(k)(2)(B) must include controlled substances as defined in the Controlled Substances Act (21 U.S.C. §802) within the scope of the assessment investigations to the extent directed in the terms and conditions of the specific grant or cooperative agreement. Additionally, an evaluation of business environmental risk associated with a parcel of commercial real estate may necessitate investigation beyond that identified in this practice.”

2.2 Scope of Work

Our scope of work for this project included:

- Review of geologic information from public sources.
- Review of information from our geotechnical assessment of the assemblage.
- Review of a current Data Base Report (DBR), prepared by Environmental Risk Information Services (ERIS). The DBR summarizes properties that have interactions with the US Environmental Protection Agency (EPA) as well as the Washington State Department of Ecology (Ecology).
- Review of current on-line databases of environmental information maintained by Ecology.
- Site reconnaissance to observe existing conditions and to review potential risks to the subject site from on- and off-site activities.
- Review of standard historical documents including tax assessor records for the site, fire insurance maps, real estate atlases, and aerial photographs of the area.
- Review of available current tax information for the subject site.
- Review of standard real estate disclosure questionnaires filled out by the prior homeowners.
- Contacts with the local jurisdictions regarding environmental issues on the project.
- Preparation of this report.

We performed the research for this project and report in general accordance with ASTM Test Designation E- 1527-13: *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

2.3 Significant Assumptions

In the preparation of this report, it has been assumed that this report will be used for due diligence purposes.

2.4 Special Terms and Conditions

Our work did not include non-scope elements such as the following tasks:

- Wildlife assessments.
- Radon, asbestos, or lead paint sampling on the site.
- Wetlands.

2.5 Limitations

We conducted no testing for this report. The findings, conclusions, and recommendations presented in this report are based on our documented site observations, review of historical and regulatory information, interviews, and review of the referenced historic resources. Other information related to past site uses or current site conditions may exist. Our conclusions in part are based on information provided or prepared by others.

If the existing site uses change, or if further information on the site becomes available, Terra Associates, Inc. should review the information, as it may affect our conclusions.

We prepared our conclusions and recommendations in accordance with generally accepted professional engineering practices. We make no other warranty, either expressed, or implied. This report is the copyrighted property of Terra Associates, Inc. and is intended for specific application to the Shoreline Townhomes project in Shoreline, Washington. This report is for the exclusive use of Pulte Homes of Washington, Inc. and their authorized representatives.

3.0 SITE CONDITIONS

3.1 Site Description

The project consists of an assemblage of 11 individual tax parcels. The assemblage covers 2.34 acres. Each of the individual parcels is currently developed with single-family residences. The site is in the southwest quarter of the southwest quarter of Section 17, Township 26 North, and Range 4 East of the Willamette Meridian of the Public Land Survey System (PLSS).

The approximate location of the property is shown on Figures 1 and 2. Figure 3 is an oblique aerial photo that shows the site and adjacent parcels. Typical site photos from November 2019 are shown on Figures 4 through 6.

In general, the assemblage slopes down from the southwest to the northeast. Overall relief is about 30 feet. The ground slopes gently down. Locally, there are landscaping and retaining walls that create nearly level terraces on residential lots. Some of the houses have daylight basements that daylight to the north and east. The houses are surrounded by lawns, ornamental shrubbery, and some larger trees around lot perimeters.

We did not observe any evidence of significant auto repairs on any of the parcels. None of the parcels had large garages typically associated with significant auto repairs. We did not observe any visibly or obviously disabled automobiles or trucks on the parcels. We did not observe any significant accumulations of debris or rubbish on any of the parcels. We observed typical homeowner materials in sheds and lean-tos adjacent to the houses. These materials included small gasoline cans and lawnmowers.

We did not observe any unusual stains, odors, or distressed vegetation on the parcels. Our observations for heating oil USTs are summarized in Section 6.2 of this report.

3.2 Adjacent Land Use

The subject site is in an area that is residential in nature. Figure 3 shows the site and the adjacent parcels. Adjacent property use is summarized below:

| | |
|--------------|--|
| North | Single-family residential neighborhoods. |
| East | Single-family residential neighborhoods. |
| West | Single-family residential neighborhoods. |
| South | Single-family residential neighborhoods. |

3.3 Soil Conditions

The Geologic Map of Seattle-A Progress Report, King County, Washington, by Kathy Troost et al (2005), shows the site and site vicinity are underlain by Vashon till (Qvt) consisting of a mixture of clay, silt, sand, and gravel.

This is generally consistent with our previous experience in the site vicinity. We have also provided geotechnical assessment services for this project. Our geotechnical assessment show that the site has both weathered and unweathered glacial till soil units. This assessment is detailed in a separate geotechnical report, which was completed concurrently with this environmental assessment, and is attached as Appendix A.

3.4 Hydrogeologic Conditions

For this study, it is reasonable to assume that near-surface groundwater gradients are strongly controlled by the till topography and/or surface features. Based on available topographic information and our field observations, it appears that the direction of on-site shallow groundwater flow beneath the subject site is generally to the northeast, toward Meridian Creek. Local variations in groundwater gradients will occur as a result of man-made features, such as drainage ditches, sewers, and roads. The topography of the area is shown on Figure 2.

4.0 SITE HISTORY RESEARCH

4.1 Aerial Photography Review

We reviewed historical aerial photographs of the site and vicinity on-line at TerraServer, the USGS, King County IMAP, Historic Photos (NETR website), and Google Earth. For this report, we had an aerial photo report prepared by ERIS. The ERIS aerial photo report is attached in Appendix B. The aerial photos are vertical photos that show the footprints of the buildings and other details visible from that point of view. Dense forest cover can obscure small buildings such as houses and small outbuildings. The actual use of the buildings is usually not ascertainable from the photographs alone. Conclusions of the use of the buildings contained in the following description are based on research from other sources.

- 1936 The parcels are in an area that has been partially cleared, in the southwest portion of the site, but appears to be undeveloped, forested land.
- 1941 The site and vicinity appear as they did in 1936.
- 1943 The site and vicinity appear as they did in 1941.
- 1952 Houses are present throughout the site and on adjacent parcels.
- 1953 The site and vicinity resemble the 1952 conditions.
- 1968 The subject site and vicinity appear similar to existing conditions.

- 1969 The subject site and vicinity appear similar to existing conditions.
- 1970 The subject site and vicinity appear similar to existing conditions.
- 1977 The subject site and vicinity appear similar to existing conditions.
- 1980 The subject site and vicinity appear similar to existing conditions.
- 1985 The subject site and vicinity appear similar to existing conditions.
- 1990 The subject site and vicinity appear similar to existing conditions.
- 1998 The subject site and vicinity appear similar to existing conditions.
- 2002 The subject site and vicinity appear similar to existing conditions.
- 2005 The subject site and vicinity appear similar to existing conditions.
- 2006 The subject site and vicinity appear similar to existing conditions.
- 2007 The subject site and vicinity appear similar to existing conditions.
- 2009 The subject site and vicinity appear similar to existing conditions.
- 2010 The subject site and vicinity appear similar to existing conditions.
- 2013 The subject site and vicinity appear similar to existing conditions.
- 2015 The subject site and vicinity appear similar to existing conditions.
- 2016 The subject site and vicinity appear similar to existing conditions.
- 2017 The subject site and vicinity appear similar to existing conditions.
- 2018 The subject site and vicinity appear similar to existing conditions.
- 2019 The subject site and vicinity appear similar to existing conditions. This photo is used for Figure 3.

The aerial photographs did not present any information that contradicts other historical information we reviewed.

4.2 Map Review

4.2.1 USGS Maps

We reviewed USGS maps on-line and in our collection.

1894 Seattle Quadrangle

We reviewed the *USGS 15-Minute Seattle Quadrangle*. The site vicinity is shown as undeveloped. No buildings, roads, trails, or railroads are present in the site vicinity.

1895 Snohomish Quadrangle

We reviewed the *United States Geological Survey (USGS) 30-Minute Topographic Map of the Snohomish Quadrangle*. This map shows no development on or adjacent to the subject site.

1897 *Seattle Special Quadrangle*

We reviewed the *United States Geological Survey (USGS) 30-Minute Topographic Map of the Seattle Quadrangle*. This map shows no development on or adjacent to the subject site.

1900 *Seattle Land Use Map*

This map uses the 1895 map described above as a base map. This map shows the area had been logged and was growing a second forest.

1908 *Seattle Quadrangle*

We reviewed the *USGS 15-Minute Seattle Quadrangle*. This map shows N 145th is present along the south side of the parcels. There are several small buildings along 145th south and east of the parcels that are part of this study.

1909 *Seattle Quadrangle*

We reviewed the *USGS 15-Minute Seattle Quadrangle*. This map shows N 145th is present along the south side of the parcels. There are several small buildings along 145th south and east of the parcels that are part of this study.

1949/1953 *Seattle North Quadrangle*

We reviewed the *United States Geological Survey (USGS) 7.5-Minute Topographic Map of the Seattle North Quadrangle*. Most of the houses on the subject parcels are present. Corliss Avenue N is not shown as being present. Lakeside School is present southeast of the site.

1968 *Seattle North Quadrangle*

We reviewed the *USGS 7.5-Minute Topographic Map of the Seattle North Quadrangle*, dated 1968. The base map is the 1949 map. Photo revisions from 1973 are shown in purple. The site and vicinity have a salmon-colored overlay that signifies urban development.

1993 *Seattle North Quadrangle*

We reviewed the *USGS 7.5-Minute Topographic Map of Seattle North Quadrangle*, dated 1993. The map shows the basic road grid. No buildings or land use are shown on the subject site.

2014 *USGS Map*

We reviewed the *USGS 7.5-Minute Topographic Map of Seattle North Quadrangle*, dated 2014. The map shows the basic road grid. No buildings or land use are shown on the subject site.

2017 *USGS Map*

We reviewed the *USGS 7.5-Minute Topographic Map of the Seattle North Quadrangle*, dated 2017. This map has an orthophoto overlay that shows the site and vicinity as they currently exist. This map with the orthophoto overlay turned off is the base map for Figure 2.

4.2.2 Sanborn Maps

Sanborn Maps were created to aid in underwriting fire insurance policies in urbanized areas. The maps were generally updated until the 1960s. They typically show the types of buildings and their use for the areas of coverage.

We reviewed the Sanborn Maps for the site electronically through the Library of Congress Sanborn Map collection at the Seattle Library System. Our search of the Sanborn Maps found no coverage for the site. This is consistent with the rural history of the site area.

4.2.3 Government Land Office and Bureau of Land Management Records

We reviewed the land records maintained by the Government Land Office. The area surrounding the parcel was originally surveyed by the U.S. Government in 1859. No buildings, trails, roads, or settlements are shown in the vicinity of the site.

The BLM land grant records show that the site is within a larger parcel that was granted to Marshall Blinn on May 1, 1871.

4.2.4 Commercial Real Estate Maps

Real estate maps have been published for the greater Seattle Area for more than 100 years. They record subdivisions of land and were updated on a regular basis. Due to copyright protections, copies of the maps are not included in this report. We reviewed the following historic real estate atlases:

1907 Anderson Map Company

This map shows the subject site as being within the North Side Garden Tracts. No roads are shown. A railroad, designated as Seattle Everett, runs roughly south to north near the east end of the site.

1912 Kroll Map Company

This map is the same as the 1907 map.

1926 Kroll Map Company

This map is similar as the 1912 map, with the North Side Garden Tracts subdivided into smaller parcels. The subject site is shown as two parcels, whereas it was previously shown as one large tract property.

1936 Metsker Map Company

This map shows the same conditions as the 1926 Kroll Map, with additional road details to the west and east of the site, where, respectively, Dayton Avenue E and Fremont Avenue are shown.

4.3 City Directory Review

City Directories have listings by address of the persons or businesses that owned or leased properties within cities and towns. ERIS performed a city directory review for us. The city directory review is attached in Appendix C. The city directory listings go back to 1934. The first listing for the subject site in the city directory was in 1950.

The subject site addresses and adjacent addresses are residential in nature in all of the listings.

4.4 Tax Records

4.4.1 Archived Tax Records

We visited the Washington State Archives to obtain the archived tax records. This record system was started in the 1930s as a WPA project. The records are incomplete. The records show that each house was heated with oil. The available records are attached in Appendix D, and summarized in the table below:

| Tax Parcel # | Address | Notes |
|---------------------|--|--|
| 777130-0055 | 2105 N 148th Street Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1948. Initially occupied in November of 1948, with fee owner given as KC-72 Roll R1-6. Fee owner in 1950 was Lloyd G. Snider. Fee owner in 1952 was Gilbert O. Hinzl. No other fee owner is listed after 1952. |
| 777130-0060 | 14718 Meridian Ave N, Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1949. Initially occupied in June of 1949, with no fee owner given. No fee owner was listed on any of the archived records. |
| 777130-0065 | 2117 N 148th Street Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1948. Initially occupied in October of 1948, with no fee owner information listed. Fee owner in 1950 was Rodney R. Kilmer. No other fee owner is listed. |
| 777130-0070 | 2123 N 148th Street Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1950. Initially occupied in October of 1950, with no fee owner information listed. Fee owner in 1957 was Ralph Van Nortwick. Fee owner in 1963 was LeMoyne W. Raney. Fee owner in 1969 was Charles Crowley. Fee owner in 1971 was Larry F. Parker. No fee owner was listed after 1971. |
| 777130-0110 | 2150 N 147th Street Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1947. Initially occupied in November of 1947, with fee owner given as KC-72 Roll R1-7. Fee owner in was Ed Falbernbery. No other fee owner is listed after 1949. |
| 777130-0115 | 2142 N 147th Street Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1948. Initially occupied in March of 1948, with no fee owner information listed. No fee owner was listed on any of the archived records. |
| 777130-0125 | 2132 N 147th Street Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1949. Initially occupied in January of 1949, with fee owner given as H.H. Farrick Jr. Fee owner in 1950 was Bruno P. Suffredini. No other fee owner is listed after 1950. |
| 777130-0135 | 2122 N 147th Street Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1948. Initially occupied in January of 1949, with fee owner not given. Fee owner in 1957 was Stanley M. Paradie. No other fee owner is listed. |
| 777130-0140 | 2116 N 147th Street Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1948. Initially occupied in November of 1948, with fee owner not given. Fee owner in 1950 was Emmett H. McDonald. No other fee owner is listed. |

| Tax Parcel # | Address | Notes |
|---------------------|---|--|
| 777130-0145 | 14710 Meridian Ave N Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1949. Initially occupied in June of 1949, with no fee owner given. Fee owner in 1957 was Royal W. Summers. Fee owner in 1970 was Betty L. McConaughy. No other fee owner is listed after 1970. |
| 777130-0150 | 14704 Meridian Ave N Shoreline, WA 98133 | Construction of single-family residential house both started and completed in 1948. Initially occupied in October of 1948, with no fee owner given. Fee owner in 1950 was Robert L. Jenson. Fee owner in 1960 was Nancy M. Klinkenlern. Fee owner in 1961 was David M. Gordon. A remodel and an addition to the single-family residential house both started and completed in 1968. Remodeled house occupied in 1969, with fee owner given as Edward L. Carter. No other fee owner is listed after 1969. |

4.4.2 Current Tax Records

The current on-line tax records list the following ownership and information:

| Tax Parcel # | Address | Notes |
|---------------------|---|---|
| 777130-0055 | 2105 N 148th Street Shoreline, WA 98133 | Owned by John P. Forman and Jennifer M. Forman. |
| 777130-0060 | 14718 Meridian Ave N Shoreline, WA 98133 | Owned by Inland Empire. |
| 777130-0065 | 2117 N 148th Street Shoreline, WA 98133 | Owned by Diversified Strategies Investments. |
| 777130-0070 | 2123 N 148th Street Shoreline, WA 98133 | Owned by Mark L. Delaney. |
| 777130-0110 | 2150 N 147th Street Shoreline, WA 98133 | Owned by Jeb Stewart Thomas and Kari Ren. |
| 777130-0115 | 2142 N 147th Street Shoreline, WA 98133 | Owned by Mark Storey and Kathleen M Blan. |
| 777130-0125 | 2132 N 147th Street Shoreline, WA 98133 | Owned by National Transfer Services. |
| 777130-0135 | 2122 N 147th Street Shoreline, WA 98133 | Owned by Michelle J. Brower and Michael Brower. |
| 777130-0140 | 2116 N 147th Street Shoreline, WA 98133 | Owned by Zaya V Sakya. |
| 777130-0145 | 14710 Meridian Ave N Shoreline, WA 98133 | Owned by Grace Tsui Yun Chow Chu. |
| 777130-0150 | 14704 Meridian Ave N Shoreline, WA 98133 | Owned by Irene Carter. |

The current tax record summary is attached in Appendix E. The current heat source for each house are listed in Section 6.2.

4.5 Title Review

We reviewed title documents provided by Pulte Group. The title documents are attached in Appendix F.

No site use limitations or covenants related to dangerous material releases are present in the documents.

4.6 Activity and Use Limitation

Activity and use limitations (AULs) are commonly placed on sites that have undergone partial cleanups and have residual levels of contamination that remain in place. In the State of Washington, this is normally accomplished through the creation of a covenant that spells out the environmental issues and limitations on site use. To review for the possible presence of AULs, we reviewed the current Environmental Covenant Registry maintained by Ecology. We also reviewed the King County Recorder's website for official recorded documents that would address environmental covenants. No AULs were noted.

Our review of the Ecology and King County records found no environmental covenants for the site.

4.7 Interviews

4.7.1 User Questionnaire

We received a completed user questionnaire. The questionnaire is attached in Appendix G.

4.7.2 Owner Interview

We reviewed standard real estate disclosure documents for each of the houses. The real estate disclosure documents are in Appendix H. In summary, only one homeowner reported having knowledge of heating oil USTs. We did not obtain real estate disclosure documents for 3 of the 11 parcels within the subject site. This is a data gap, which we discuss in Section 7.4 of this report.

Our research shows that all 11 houses within the subject site were originally heated with oil stored in USTs. This information is detailed in Section 6.2 of this report. The homeowners, Mr. Mark Storey and Ms. Kathleen M. Blan, of Parcel 7771300115, address 2412 N 147th Street, were the only homeowners that indicated their awareness of a heating oil UST on their parcel. Mr. Storey and Ms. Blan continue using the heating oil UST as their primary heat source.

4.7.3 Seattle King County Public Health (SKCPH) Records

At the time of this report, it is currently about eight weeks or more for the health department to fulfill records requests. Due to the limited time frame of this report, no records request was submitted to King County. The health department records are not a readily ascertainable resource. As discussed in Section 6.3, the SKCPH records for clandestine drug labs was reviewed for this report.

4.7.4 City of Shoreline

We requested any documents pertaining to heating oil installations, removals and hazardous or solid waste violations to the City of Shoreline. We received a response from the City. Our correspondences and the records are attached as Appendix I. The city had records for the removal of one UST and of the closure in place of one other UST. No actual site assessments were completed for the USTs that were removed or closed in place.

4.7.5 Shoreline Fire Department

We requested any documents pertaining to heating oil installations and hazardous waste violations to the City of Shoreline Fire Department. We received a response from the fire department. Our correspondence and the record are attached as Appendix J. No responsive records were present.

4.8 Previous Report by Others

We were provided with no prior environmental reports for the site.

5.0 REGULATORY DOCUMENT REVIEW

We reviewed the ERIS report, dated November 1, 2019. ERIS searches U.S. Environmental Protection Agency and Washington State Department of Ecology (Ecology) databases for sites within a specified radius of a subject property that may pose a risk to that property.

The ERIS report contains reports from numerous databases maintained by Ecology. This includes general stormwater permits for temporary erosion control monitoring on construction projects. The general permits for off-site projects are not issues related to the subject property nor are they a required database from the ASTM guidance. General stormwater permits are not discussed further in this report.

We evaluate relative elevations and locations of listed sites based on our site reconnaissance and review of relevant topographic and geologic maps. The center of the search radius is the approximate boundary of the property. The subject site is not listed in any of the databases.

The ERIS report is attached as Appendix K. The ERIS report is summarized below.

5.1 Federal Records

5.1.1 National Priority List (NPL or Superfund Sites)

Section 8.2.1 of the ASTM standards requires a review of federal and state lists of hazardous waste sites identified as NPL or Superfund sites within a one-mile radius of the subject property. The ERIS search found no Superfund sites within a one-mile radius of the boundaries of the subject site.

5.1.2 Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) and CERCLIS – No Further Action Planned (CERCLIS-NFRAP)

Section 8.2.1 of the ASTM standards requires a review of federal and state lists of hazardous waste sites identified as CERCLIS sites within a one-half mile radius of the subject property. The ERIS search found no CERCLIS and no CERCLIS-NFRAP sites within a one-half mile radius of the boundaries of the subject site.

5.1.3 Resource Conservation Recovery Act Information System – Treatment, Storage, and Disposal (RCRA-TSD)

Section 8.2.1 of the ASTM standards requires a review of RCRA Treatment, Storage, or Disposal (TSD) lists to a radius of one-half mile. The ERIS search found no RCRA-TSD site within a one-half mile radius of the boundaries of the subject site.

Section 8.2.1 of the ASTM standards requires a review of RCRA Treatment, Storage, or Disposal CORRACTS lists to a radius of one-mile. CORRACTS sites are TSD facilities that have had violations in the past. The ERIS search found no CORRACTS sites within a one-mile radius of the boundaries of the subject site.

5.1.4 Resource Conservation Recovery Act (RCRA) – Generators

Section 8.2.1 of the ASTM standards requires a review of federal RCRA generators on the property and adjoining properties. The ERIS search found no RCRA generators on the site. The ERIS search found no RCRA generator sites either adjacent to or within 0.25 miles of the site.

5.1.5 Emergency Response Notification System (ERNS)

Section 8.2.1 of the ASTM standards requires a review of federal ERNS listings on the property. The ERNS database records and stores information on reported releases of oil and hazardous substances. The ERIS search found no ERNS sites on or adjacent to the site.

5.1.6 US Brownfields

The Brownfields database records and stores information on abandoned, idle, or underused commercial or industrial properties with confirmed and/or suspected contamination. The ERIS search found no US Brownfields site within a mile of the boundaries of the subject property.

5.2 State Records

5.2.1 Confirmed or Suspected Contaminated Sites List (CSCSL) and CSCSL No Further Action (NFA)

Section 8.2.1 of the ASTM standards requires a review of state lists of hazardous waste sites identified for investigation or remediation within a one-mile radius of the subject property. ERIS conducted a records search for listed CSCSL sites within a one-mile radius and for CSCSL – NFA sites within one-half mile of the boundaries of the subject property. The ERIS search found 18 CSCSL sites listed within a one-mile radius of the boundaries of the site. The ERIS search found one CSCSL – NFA site listed within a one-half mile radius of the boundaries of the site. The closest sites are:

| Site Name/Address | Location | Notes |
|--|---|---|
| Kjorsvik Property 14038 Sunnyside Avenue N Seattle, Washington | About 0.31 miles south-southeast and slightly upgradient. | This site has suspected soil contamination with metals and petroleum products. |
| Crawford Property 2326 N 155th Street Shoreline, Washington | About 0.37 miles north-northeast and downgradient. | This site falls under the MTCA statute, and is awaiting cleanup for unspecified petroleum products, metals, and non-halogenated solvents, all confirmed above cleanup levels. |

Based on the statuses, distances from the site, and local hydrogeologic conditions, it is our opinion that these 18 CSCSL sites and the 1 CSCSL-NFA site are not RECs for the subject site.

5.2.2 Solid Waste Facilities/Landfills (SWF/LF)

Section 8.2.1 of the ASTM standards requires a review of state lists identifying landfill and solid waste disposal facilities within a one-half mile radius of the subject property. The ERIS report found no SWF/LF site listed within one-half mile of the subject property.

5.2.3 Underground Storage Tank (UST) List

Section 8.2.1 of the ASTM standards requires a review of state UST lists for underground tanks listed on the subject site or adjoining properties. No USTs are listed in the ERIS report as being present on or adjacent to the underlying tax parcels. Residential heating oil USTs are not registered with the State of Washington. Residential heating oil USTs are discussed in Section 6.2 of this report.

5.2.4 Leaking Underground Storage Tank (LUST) List

Section 8.2.1 of the ASTM standards requires a review of state LUST lists for possible contaminated sites within a half-mile radius of the subject property. Many LUST sites are listed under the Independent Cleanup Report (ICR) database or the Voluntary Cleanup Program (VCP) Database. Our search found one LUST site within a one-half mile radius of the boundaries of the site.

| Site Name/Address | Location | Notes |
|--|--|---|
| North End Annex Seattle School District 13720 Roosevelt Way N Seattle, Washington | Approximately 0.44 miles south and upgradient of the subject site. | This site had a release of diesel that impacted soils and groundwater. The site has been cleaned up and has been given No Further Action Status by Ecology. |

Based on its status, it is our opinion that the LUST site is not a REC associated with the site.

5.2.5 SPILLS

Section 8.2.1 of the ASTM standards requires a review of federal ERNS listings on the property. The state SPILLS database records and stores information on reported releases of oil and hazardous substances equivalent to the ERNS database. The ERIS search found 3 ERNS events within 0.21 miles of the site. The events were (1) a small petroleum spill from a motor vehicle, on February 2, 2006, (2) a small hydraulic oil spill from a commercial truck, on January 4, 2016, and (3) 1 cup of hydraulic oil spill from a construction/utility vehicle, on June 1, 2018. The impact of the three minor spills was surface road and parking area contamination. It is our opinion that these surface spills are not RECs associated with the site.

6.0 OTHER HAZARDS

6.1 PCBs and Transformers

Polychlorinated biphenyls (PCBs) are associated with electrical transformer fluids and ballasts in older fluorescent light fixtures. The use of PCBs in transformer fluids was discontinued in units manufactured after 1977. We did not observe any transformers on the subject site. There are pole-mounted transformers in the adjacent right-of-way. Transformers are the property of the local utility that is generally also responsible for leakage or spills from the transformers.

6.2 On-Site USTs/ASTs

Based on the original tax records, each of the houses were originally heated with oil furnaces. The age of the houses suggests that the tanks were placed underground. Most of the houses have been converted to electric, natural gas, or baseboard heat. The past and current presence of heating oil USTs is considered a REC associated with the site.

This is the current inventory of the parcels and the current status of their current or former heating oil USTs/heating systems. None of the UST cavities have had assessments to determine if releases had occurred. During redevelopment, each UST cavity will be assessed.

Table 1
Heating Oil UST Summary

| Parcel Number | Address | Notes |
|----------------------|---|--|
| 777130-0055 | 2105 N 148th Street Shoreline, WA 98133 | The house is listed as having been completed in 1948. The current heat source is listed as natural gas. No vents or fillers were visible. |
| 777130-0060 | 14718 Meridian Ave N Shoreline, WA 98133 | The house is listed as having been completed in 1948. The current heat source is listed as natural gas. The City of Shoreline has a permit that reports the heating oil UST was physically removed in 1997. The UST cavity is shown as being 25 feet north of the southern property line, five feet east of the house and 45 feet west of the eastern property line. |
| 777130-0065 | 2117 N 148th Street Shoreline, WA 98133 | The house is listed as having been completed in 1948. The current heat source is listed as natural gas. No vents or fillers were visible. |
| 777130-0070 | 2123 N 148th Street Shoreline, WA 98133 | The house is listed as having been completed in 1950. The current heat source is listed as heating oil. There is a visible UST vent pipe alongside the front door. |
| 777130-0110 | 2150 N 147th Street Shoreline, WA 98133 | The house is listed as having been completed in 1950. The current heat source is listed as electric baseboards. No vents or fillers were visible. |
| 777130-0115 | 2142 N 147th Street Shoreline, WA 98133 | The house is listed as having been completed in 1948. The current heat source is listed as oil heat. No vent or filler were visible. |
| 777130-0125 | 2132 N 147th Street Shoreline, WA 98133 | The house is listed as having been completed in 1948. The current heat source is listed as natural gas. No vent or filler visible. |
| 777130-0135 | 2122 N 147th Street Shoreline, WA 98133 | The house is listed as having been completed in 1948. The current heat source is listed as electric base board. No vent or filler visible. |

| Parcel Number | Address | Notes |
|---------------|---|--|
| 777130-0140 | 2116 N 147th Street Shoreline, WA 98133 | This house is reported to have been completed in 1948. The current heat source is listed as electric baseboards and natural gas. The city has records that show a heating oil UST was closed in place in 2001. The UST is shown as being immediately east of the back door to the house. |
| 777130-0145 | 14710 Meridian Ave N Shoreline, WA 98133 | This house is reported to have been completed in 1949. The current heat source is listed as natural gas. No vents or fillers were visible. |
| 777130-0150 | 14704 Meridian Ave N Shoreline, WA 98133 | This house is reported to have been completed in 1949. No vents or fillers were visible. The current heat source is listed as natural gas. |

6.3 Clandestine Drug Laboratories (CDL-Meth Labs)

We reviewed the on-line list of clandestine drug laboratories maintained by the SKCPH. The CDL list has no properties that are within the parcels that are addressed by this report. The properties on the CDL list are generally houses, apartments, or hotel rooms associated with a street address. The list was most recently updated on April 26, 2019. None of the parcels that comprise the subject site were found on the list.

6.4 Wells

We reviewed the online well-log database on the Department of Ecology website. No water wells were listed in the database for the site.

6.5 Area Wide Smelter Contamination

We reviewed the current map from Ecology that shows the extent of suspected and known impacts from the area wide Tacoma Smelter Plume (TSP) and Everett Smelter projects. This parcel is shown as outside of the plume impacts from the TSP or the Everett Smelter. Based on our local experience and the existing information, it is our opinion that the TSP and Everett Smelter are not RECs that affect the site.

6.6 Vapor Migration

There are no known plumes of volatile organic compounds in the site vicinity that would result in the potential for vapor migration that would impact the site. The site soils have a low permeability to both air and water. No releases of halogenated or non-halogenated volatile organics are within a quarter mile of the site.

7.0 SUMMARY

7.1 Current Site Use

The site consists of 11 tax parcels developed with single-family residences. Each of the houses were originally heated with oil. The past and current presence of the heating oil USTs is considered a REC associated with the site.

7.2 Historical Site Use

Prior to the existing houses the site has historically been forest and brush. The historic site use does not constitute a REC for the subject site.

7.3 Off-site Parcels

Our reconnaissance of the vicinity and of the site indicates there are potential for soil and/or groundwater contamination within a one-mile radius of the site. However, based on the data we reviewed, none of the off-site sources are considered to be RECs.

7.4 Deviations (Data Gaps) For This Study

There is one data gap for this study. We did not obtain real estate disclosure documents for 3 of the 11 parcels within the subject site: King County Tax Parcel Numbers: 7771300110, 7771300065, and 7771300135. We interviewed the owner of Parcel Number 7771300115 during our site visit, during which the homeowners indicated their knowledge and use of a heating oil UST. In Section 4.6.3 of this report, we noted that none of the seven real estate disclosure documents we obtained indicated the homeowners' knowledge of heating oil USTs on those parcels. Given that we detail and discuss the past and/or present use of heating oil USTs as a REC in Section 6.2 of this report, we do not consider this data gap to be significant or material for the purposes of this environmental assessment.

8.0 CONCLUSIONS

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E-1527-13, which satisfies all appropriate inquiry for purposes of 42 USC §960(35)(B) and 40 CFR Part 312, of the Shoreline Townhomes project as described in the title report appended to this report. Any exceptions to, or deletions from, this practice are described in Section 7.4 of this report. This assessment has revealed evidence of one recognized environmental condition (REC) in connection with the property. The REC is the past and/or ongoing use of heating oil for the heat source for each of the houses on-site.

9.0 QUALIFICATIONS/STATEMENTS

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 or 40 CFR Part 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR 312.

Project work was performed by Charles R. Lie. The following brief biography summarize the experience of Mr. Lie.

Charles R. Lie, L.E.G., L.H.G., has more than 35 years' of experience in the assessment of contaminated sites, ranging from Phase I ESAs of rural-residential properties to characterization and remediation of parcels ranging from corner gasoline Parcels to industrial facilities. Mr. Lie has 45 years' experience performing hydrogeologic and engineering geologic assessments of sites ranging from large rural tracts to downtown urban properties. His project work has included detailed reviews of historical records, aerial photograph interpretation, geologic mapping, geophysical surveys, monitoring well installation and sampling aquifer testing, hydrogeological interpretation, and report preparation. Mr. Lie has a Bachelor of Science in Geology. He is a licensed Geologist, Hydrogeologist, and UST Assessor in the State of Washington. Mr. Lie is a Certified Asbestos Building Inspector.

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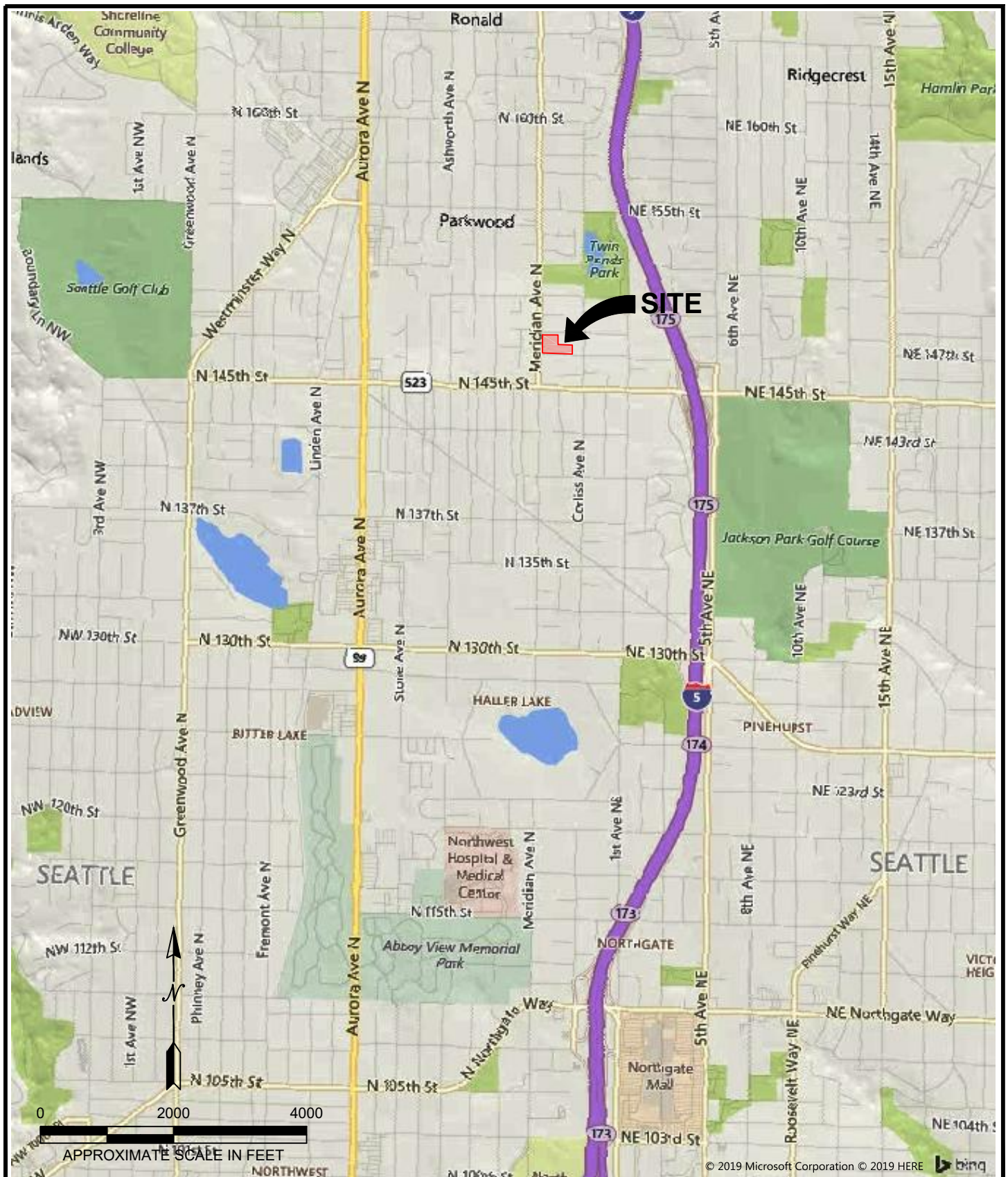
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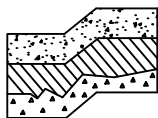
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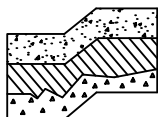
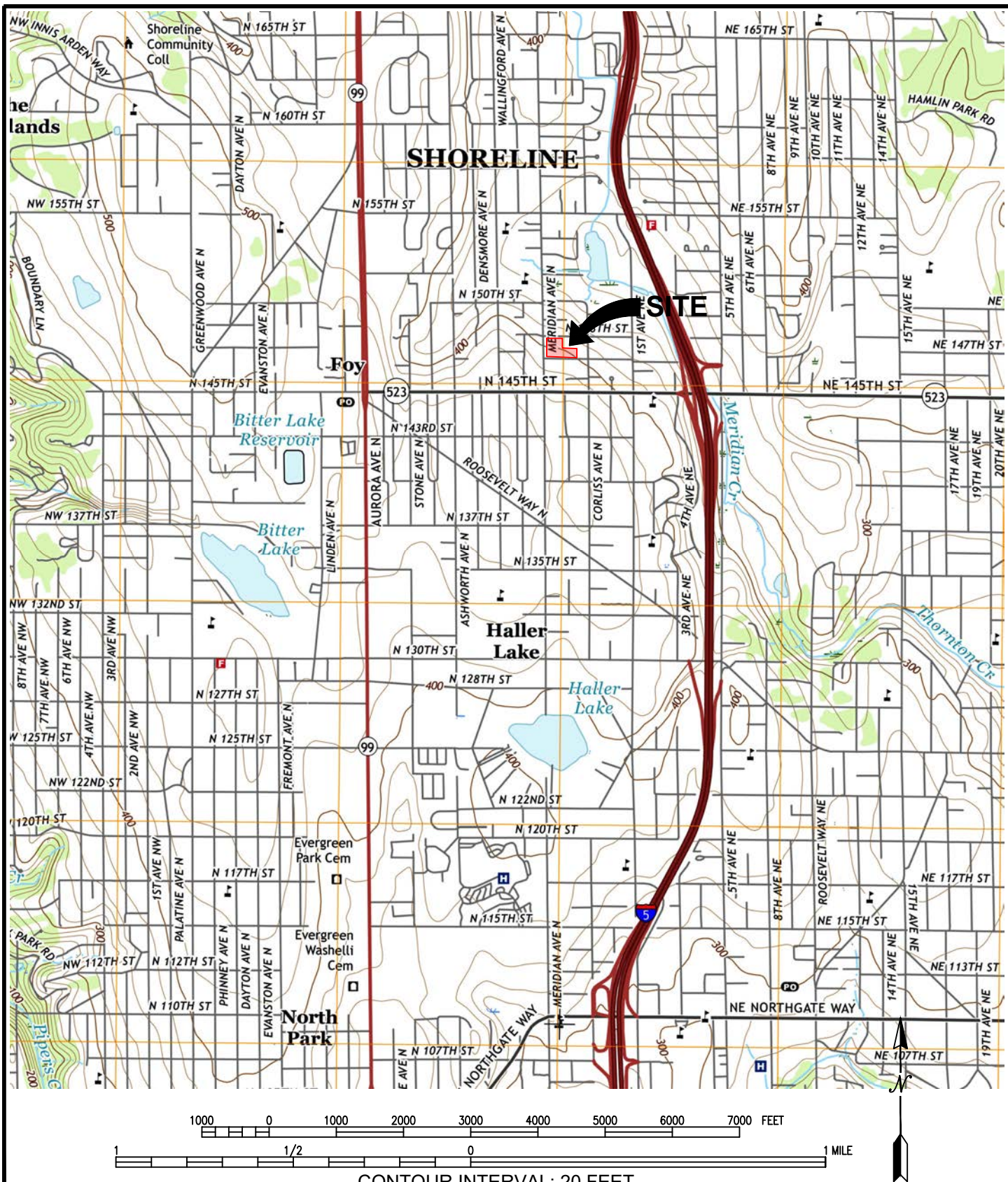
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VICINITY MAP
 SHORELINE TOWNHOMES
 SHORELINE, WASHINGTON

Proj. No. T-8268-1

Date: DEC 2019

Figure 1



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TOPOGRAPHIC VICINITY MAP
 SHORELINE TOWNHOMES
 SHORELINE, WASHINGTON

Proj. No. T-8268-1

Date: DEC 2019

Figure 2



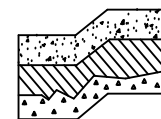
NOTE:
OBLIQUE AERIAL PHOTO LOOKING NORTH
PHOTO COPY RIGHT PICTOMETRY®

LEGEND:
— APPROXIMATE PARCEL BOUNDARY



NOT TO SCALE

REFERENCE: <https://www.pictometry.com>



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OBLIQUE AERIAL PHOTO
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SHORELINE, WASHINGTON

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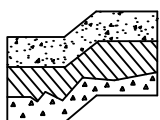
Figure 3



Looking east along N 147th St. from the intersection of Meridian Ave N and N 147th St.



Looking north along Meridian Ave N from the intersection of Meridian Ave N and N 147th St.



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**SITE PHOTOS
SHORELINE TOWNHOMES
SHORELINE, WASHINGTON**

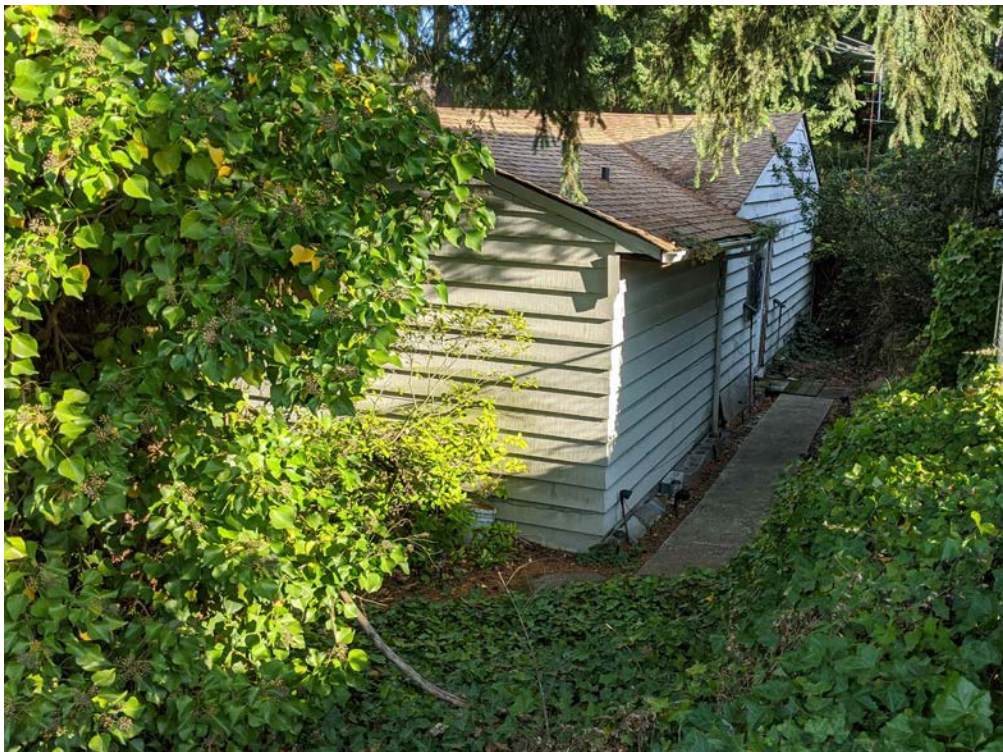
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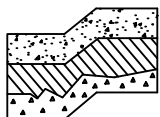
Figure 4



Looking east along N 148th St. from the intersection of Meridian Ave N and N 148th St.



Looking east into a typical residential backyard at address 14718 Meridian Ave N.



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**SITE PHOTOS
SHORELINE TOWNHOMES
SHORELINE, WASHINGTON**

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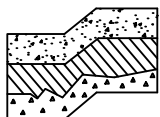
Figure 5



Looking south at a typical front yard of a residential home at address 2117 N 148th St.



Looking west at the fuel port for a heating oil UST at the northeast corner of the house at address 2142 N 147th St.



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**SITE PHOTOS
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Figure 6

APPENDIX A

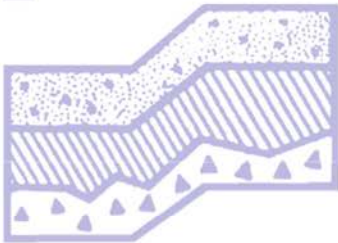
DRAFT GEOTECHNICAL REPORT

DRAFT

GEOTECHNICAL REPORT

**Shoreline Townhomes
North 147th Street and Meridian Avenue North
Shoreline, Washington**

Project No. T-8268

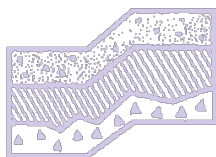


Terra Associates, Inc.

Prepared for:

**Pulte Homes of Washington, Inc.
Bellevue, Washington**

December 13, 2019



TERRA ASSOCIATES, Inc.

Consultants in Geotechnical Engineering, Geology
and
Environmental Earth Sciences

December 13, 2019
Project No. T-8268

DRAFT

Mr. Jim Sprott
Pulte Homes of Washington, Inc.
3535 Factoria Boulevard, Suite 600
Bellevue, Washington 98006

Subject: Geotechnical Report
Shoreline Townhomes
North 147th Street and Meridian Avenue North
Shoreline, Washington

Dear Mr. Sprott:

As requested, we conducted a geotechnical engineering study for the subject project. The attached report presents our findings and recommendations for the geotechnical aspects of project design and construction.

The soils observed in our test borings consist of six inches of topsoil and organics overlying glacially derived silty sand and sand soils. The soils are primarily medium dense to very dense, with two- to four-foot thick layers of loose soils found in two of the test borings. No groundwater was observed in any of the test borings.

In our opinion, there are no geotechnical conditions that would preclude the project, as currently planned. Structures can be supported on conventional spread footings bearing on competent native soil or on structural fill placed on competent native soil subgrades. Floor slabs and driveway pavement can be similarly supported.

Detailed recommendations addressing these issues and other geotechnical design considerations are presented in the attached report. We trust the information presented is sufficient for your current needs. If you have any questions or require additional information, please call.

Sincerely yours,
TERRA ASSOCIATES, INC.

Kevin P. Roberts, P.E.
Geotechnical Engineer

DRAFT

Carolyn S. Decker, P.E.
Project Engineer

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Geotechnical Report Shoreline Townhomes North 147th Street and Meridian Avenue North Shoreline, Washington

1.0 PROJECT DESCRIPTION

The proposed project consists of redeveloping the site with eight townhome buildings and associated utility and access improvements. A review of preliminary architectural plans, dated October 24, 2019, prepared by Board & Vellum Architecture and Design indicates buildings will be constructed with three levels and will include at-grade garages. Drive aisle access will be from North 147th and North 148th Streets. Based on the overall relatively level site topography, we expect minor grading will be required to achieve finished building and drive aisle grades.

We anticipate the structures will be constructed with wood framing. Foundation loads should be relatively light, in the range of 3 to 5 kips per foot for bearing walls and 75 to 125 kips for isolated columns.

The recommendations in this report are based on the design features discussed above. If actual features vary or changes are made, we should review the plans in order to modify our recommendations, as required. We should review final design drawings and specifications to verify that our recommendations have been properly interpreted and incorporated into the project design.

2.0 SCOPE OF WORK

On November 27, 2019, we explored subsurface conditions at the site by drilling 5 test borings to depths of 15.5 feet to 16.5 feet below existing grades using a track-mounted drill rig. Using the information obtained from our subsurface exploration and office review, we performed analyses to develop geotechnical engineering recommendations for project design and construction. Specifically, this report addresses the following:

- Soil and groundwater conditions
- Geologic hazards per the City of Shoreline Municipal Code
- Seismic Site Class
- Site preparation and grading
- Excavations
- Foundations
- Slab-on-grade floors
- Lateral earth pressures
- Infiltration feasibility including Low Impact Development (LID) techniques
- Drainage
- Utilities
- Pavements

It should be noted that recommendations outlined in this report regarding drainage are associated with soil strength, design earth pressures, erosion, and stability. Design and performance issues with respect to moisture as it relates to the structure environment are beyond Terra Associates' purview. A building envelope specialist or contractor should be consulted to address these issues, as needed.

3.0 SITE CONDITIONS

3.1 Surface

The site as currently shown on the plans consists of seven tax parcels totaling approximately 1.34 acres of land. The parcels are located east of Meridian Avenue North between North 147th and North 148th Streets in Shoreline, Washington. Three additional parcels located at 2122, 2132, and 2142 North 147th Street were recently added to the project site for future project expansion. The approximate location of the site is shown on Figure 1.

Single-story, single-family residences currently occupy each parcel. The site's overall topography is relatively flat. Site vegetation generally consists of grass lawn and landscape trees and shrubs. Several mature conifers are located at the central portion of the site.

3.2 Soils

The soils observed in our test borings generally consist of six inches of topsoil and organics overlying variably thick layers of glacially derived silty sand and sand with silt. Test Boring B-4 showed a 3-inch thick layer of surface asphalt overlying the silty sand soils.

Each of the test borings found silty sand with variable gravel content to depths ranging from seven feet in Test Borings B-2 and B-5 to 14.5 feet at the location of Test Boring B-4. The silty sand soils are generally in a medium dense to very condition. Loose silty sands were observed to a depth of approximately four feet at Test Boring B-1, and between depths of 4.5 feet and seven feet in Test Boring B-2.

Layers of dense to very dense sand and sand with silt were observed beneath the silty sand soils in each of the test borings. Except for Test Boring B-1, which was terminated in silty sands, the test borings were terminated within sand or sand with silt soils.

The Geologic Map of Seattle – A Progress Report by Kathy Goetz Troost et al, dated 2005, shows the site soils mapped as Till (Qvt). The loose to very dense silty sand soils observed in the test borings are generally consistent with weathered and unweathered horizons of this soil unit.

Detailed descriptions of the subsurface conditions observed in our site explorations are presented on the Test Boring Logs in Appendix A. The approximate test boring locations are shown on Figure 2.

3.3 Groundwater

No groundwater was observed during drilling of the site's test borings. In addition, we observed no mottling of soils that would indicate fluctuating or seasonal perched groundwater levels at the site.

3.4 Geologic Hazards

We evaluated site conditions for the presence of geologic hazards as designated in the Shoreline Municipal Code (SMC).

3.4.1 Landslide Hazard Areas

Chapter 20.80.220 A. of the SMC defines landslide hazard areas as "...those areas potentially subject to landslide activity based on a combination of geologic, topographic, and hydrogeologic factors as classified in Subsection B of this section with slopes 15 percent or steeper within a vertical elevation change of at least 10 feet or all areas of prior landslide activity regardless of slope..."

The relatively level topography at the site precludes the existence of landslide hazard areas as defined in SMC.

3.4.2 Seismic Hazard Areas

Chapter 20.80.220 C. of the SMC defines seismic hazard areas as "...lands that due to a combination of soil and ground water conditions, are subject to risk of ground shaking, lateral spreading, subsidence, or liquefaction of soils during earthquakes. These areas are typically underlain by soft or loose saturated soils (such as alluvium) or peat deposits and have a shallow ground water table."

Based on the predominantly medium dense to very dense nature of the site soils and absence of groundwater, it is our opinion that there is no risk for damage resulting from soil liquefaction or subsidence during a severe seismic event. Accordingly, in our opinion, unusual seismic hazard areas do not exist at the site, and design in accordance with local building codes for determining seismic forces would adequately mitigate impacts associated with ground shaking.

3.4.3 Erosion Hazard Areas

Chapter 20.80.220 D. of the SMC defines erosion hazard areas as "...lands or areas underlain by soils identified by the U.S. Department of Agriculture Natural Resources Conservation Service (formerly the Soil Conservation Service) as having "severe" or "very severe" erosion hazards. This includes, but is not limited to, the following group of soils when they occur on slopes of 15 percent or greater: Alderwood-Kitsap (AkF), Alderwood gravelly sandy loam (AgD), Kitsap silt loam (KpD), Everett (EvD), and Indianola (InD)."

NRCS soil maps indicate the site lies within a "No Data" area. Based on the site's level topography and glacial till soils, the soils would likely be classified as *Alderwood gravelly sandy loam, 0 to 8 percent slopes (AgB)*. The erosion hazard of this soil type is listed as "slight." Accordingly, it is our opinion that no erosion hazard areas are present at the site.

Regardless of erosion hazard designation, the site soils will be susceptible to erosion when exposed during construction. In our opinion, the erosion potential of site soils would be adequately mitigated with proper implementation and maintenance of City of Shoreline approved Best Management Practices (BMPs) for erosion prevention and sedimentation control during construction.

3.5 Seismic Site Class

Based on the site soil conditions and our knowledge of the area geology, per the 2018 International Building Code (IBC), site class “C” should be used in structural design.

4.0 DISCUSSION AND RECOMMENDATIONS

4.1 General

Based on our study, it is our opinion that the site is suitable for the proposed construction from a geotechnical standpoint. Undisturbed bearing surfaces composed of the native medium dense to very dense silty sand soils, or structural fill placed on these soils will provide suitable support for conventional spread footing foundations. Floor slabs and the driveway can be similarly supported. The sites’ loose silty sand soils identified at Test Borings B-1 and B-2 will not be suitable for direct support of foundations but can be densified in place by compaction to achieve adequate bearing support.

The silty sand soils contain a sufficient percentage of fines (silt- and clay-sized particles) such that they will be difficult to compact as structural fill when too wet or too dry. If earthwork activities will take place during the winter season, the owner should be prepared to import free-draining granular material for use as structural fill and backfill.

Detailed recommendations regarding these issues and other geotechnical design considerations are provided in the following sections of this report. These recommendations should be incorporated into the final design drawings and construction specifications.

4.2 Site Preparation and Grading

To prepare the site for construction, all vegetation, organic surface soils, and demolition debris should be removed from areas of planned construction. Soils containing organic material will not be suitable for use as structural fill but may be used for limited depths in nonstructural areas. Stripping depths of up to six inches should be expected. We recommend removing all building demolition debris prior to preparing subgrades for new construction. Demolition of existing structures should include removal of existing buried utilities and building foundations. Abandoned utility pipes that exist outside of new building areas can be left in place provided they are sealed to prevent intrusion of groundwater seepage and soil.

To reduce the potential for subgrade disturbance, particularly during wet weather, consideration should be given to placing a four-inch layer of one- to two-inch sized crushed rock or a four-inch layer of lean concrete on completed foundation and slab subgrades to serve as a working surface.

Undisturbed surfaces of the site's medium dense to very dense silty sand soils, or structural fill placed on these soils will be suitable for support of building foundations, slabs, and pavements. As discussed above, where loose soils such as those identified at the locations of Borings B-1 and B-2 are observed in footing excavations, we recommend that these soils be densified in place by compaction to establish adequate foundation subgrade support. In general, 12 inches of scarification and recompaction should be sufficient to achieve suitable bearing.

All exposed bearing surfaces should be observed by a representative of Terra Associates, Inc. to verify soil conditions are as expected and suitable for support of building elements or new structural fill. Depending on the weather conditions, moisture conditioning of the silty sands may be required to facilitate compaction and densification in place. If excessively yielding areas are observed and cannot be stabilized in place by compaction, the affected soils should be excavated and removed to firm bearing and grade restored with new structural fill.

Our study indicates that the silty sand soils contain a sufficient percentage of fines (silt and clay size particles) that will make them difficult to compact as structural fill if they are too wet or too dry. The ability to use these soils as structural fill will depend on their moisture content and the prevailing weather conditions when site grading activities take place.

In our opinion, structural fill and backfill imported to the site should consist of a granular soil that meets the following minimum grading requirements:

| U.S. Sieve Size | Percent Passing |
|-----------------|---|
| 6 inches | 100 |
| No. 4 | 75 maximum |
| No. 200 | 30 maximum* (dry weather) 5 maximum* (wet weather) |

* Based on the 3/4-inch fraction.

Prior to use, Terra Associates, Inc. should examine and test all materials imported for use as structural fill.

Structural fill should be placed in horizontal layers not exceeding 12 inches and compacted to a density equal to or greater than 95 percent of its maximum dry density, as determined by ASTM Test Designation D-698 (Standard Proctor). The moisture content of the soil at the time of compaction should be within two percent of its optimum, as determined by this same ASTM standard.

4.3 Excavations

All excavations at the site associated with confined spaces, such as utility trenches, must be completed in accordance with local, state, or federal requirements. Based on current WISHA regulations, the site's loose to medium dense silty sand soils would be classified as Type C soils. Accordingly, for temporary excavations of more than 4 feet and less than 20 feet in depth, the side slopes in Type C soils should be laid back at a slope inclination of 1.5:1 (Horizontal:Vertical) or flatter. The dense to very dense silty sand and sand with silt soils would be classified as Type B soils. For Type B soils, side slopes can be laid back at a slope inclination of 1:1 or flatter.

This information is provided solely for the benefit of the owner and other design consultants and should not be construed to imply that Terra Associates, Inc. assumes responsibility for job site safety. It is understood that job site safety is the sole responsibility of the project contractor.

4.4 Foundations

The buildings may be supported on conventional spread footing foundations bearing on competent native soils or on structural fills placed above these native soils. Foundation subgrades should be prepared as recommended in Section 4.2 of this report. Perimeter foundations exposed to the weather should be at a minimum depth of 18 inches below final exterior grades. Interior foundations can be constructed at any convenient depth below the floor slab.

We recommend designing foundations bearing on competent soil for a net allowable bearing capacity of 2,500 pounds per square foot (psf). For short-term loads, such as wind and seismic, a one-third increase in this allowable capacity can be used in design. With the anticipated loads and this bearing stress applied, building settlements should be less than one-inch total and one-half inch differential.

A base friction coefficient of 0.35 can be used for designing foundations to resist lateral loads. Passive earth pressure acting on the sides of the footings may also be considered. We recommend calculating this lateral resistance using an equivalent fluid weight of 300 pounds per cubic foot (pcf). We recommend not including the upper 12 inches of soil in this computation because they can be affected by weather or disturbed by future grading activity. This value assumes the foundations will be constructed neat against competent native soil or the excavations are backfilled with structural fill, as described in Section 4.2 of this report. The recommended passive and friction values include a safety factor of 1.5.

4.5 Slab-on-Grade Floors

Slab-on-grade floors may be supported on a subgrade prepared as recommended in Section 4.2 of this report. Immediately below the floor slab, we recommend placing a four-inch thick capillary break layer composed of clean, coarse sand or fine gravel that has less than three percent passing the No. 200 sieve. This material will reduce the potential for upward capillary movement of water through the underlying soil and subsequent wetting of the floor slab.

The capillary break layer will not prevent moisture intrusion through the slab caused by water vapor transmission. Where moisture by vapor transmission is undesirable, such as covered floor areas, a common practice is to place a durable plastic membrane on the capillary break layer and then cover the membrane with a layer of clean sand or fine gravel to protect it from damage during construction, and aid in uniform curing of the concrete slab. It should be noted that if the sand or gravel layer overlying the membrane is saturated prior to pouring the slab, it will be ineffective in assisting uniform curing of the slab and can actually serve as a water supply for moisture seeping through the slab that adversely affects floor coverings. Therefore, in our opinion, covering the membrane with a layer of sand or gravel should be avoided if floor slab construction occurs during the wet winter months and the layer cannot be effectively drained.

4.6 Lateral Earth Pressures

The magnitude of earth pressure development on engineered retaining walls will partly depend on the quality of the wall backfill. We recommend placing and compacting wall backfill as structural fill as described in Section 4.2 of this report. To guard against hydrostatic pressure development, wall drainage must also be installed. A typical recommended wall drainage detail is shown on Figure 3.

With wall backfill placed and compacted as recommended, and drainage properly installed, we recommend designing unrestrained walls that support level grades for an active earth pressure equivalent to a fluid weighing 35 pounds per cubic foot (pcf). For restrained walls, an additional uniform load of 100 psf should be added to the 35 pcf. For evaluation of wall performance under seismic loading, a uniform pressure equivalent to $8H$ psf, where H is the height of the below-grade portion of the wall, should be applied in addition to the static lateral earth pressure.

Friction at the base of foundations and passive earth pressure will provide resistance to these lateral loads. Values for these parameters are provided in Section 4.4 of this report

4.7 Drainage

Surface

Final exterior grades should promote free and positive drainage away from the buildings at all times. Water must not be allowed to pond or collect adjacent to foundations or within the immediate building area. We recommend providing a positive drainage gradient away from the building perimeters. If this gradient cannot be provided, surface water should be collected adjacent to the structure and disposed to appropriate storm facilities.

Subsurface

We recommend installing a continuous drain along the outside lower edge of shallow perimeter building foundations. Foundation drains should be tightlined to an approved point of controlled discharge independent of the roof drain system. Subsurface drains must be laid with a gradient sufficient to promote positive flow to the point of discharge. All drains should be provided with cleanouts at easily accessible locations. These cleanouts should be serviced at least once every year.

4.8 Infiltration Feasibility

Across the site, we observed primarily silty sand with gravel, till, and till-like soils. Due to the high soil fines content and degree of consolidation, these soils exhibit relatively low permeability. This would preclude the use of retention facilities for discharge of development stormwater by infiltration at shallow depths at the site. Based on the existing topography of the site, it is our opinion that even low impact development (LID) techniques would not be suitable for the site as the stormwater would likely mound up in the facilities and cause minor local flooding to occur during rain events. Based on our observations, it is our opinion, that the site stormwater should be collected and controlled using conventional stormwater techniques.

4.9 Utilities

Utility pipes should be bedded and backfilled in accordance with American Public Works Association (APWA) or the City of Shoreline specifications. As a minimum, trench backfill should be placed and compacted as structural fill, as described in Section 4.2 of this report. As noted, depending on the soil moisture when excavated most inorganic native soils on the site should be suitable for use as backfill material during dry weather conditions. The contractor should be prepared to aerate soils to reduce moisture and facilitate proper compaction. However, if utility construction takes place during the wet winter months, it will likely be necessary to import suitable wet weather fill for utility trench backfilling.

4.10 Pavements

Drive aisle pavement subgrades should be prepared as described in the Section 4.2 of this report. Regardless of the degree of relative compaction achieved, the subgrade must be firm and relatively unyielding before paving. The subgrade should be proofrolled with heavy rubber-tire construction equipment such as a loaded 10-yard dump truck to verify this condition.

The pavement design section is dependent upon the supporting capability of the subgrade soils and the traffic conditions to which it will be subjected. For residential access, with traffic consisting mainly of light passenger vehicles with only occasional heavy traffic, and with a stable subgrade prepared as recommended, we recommend the following pavement section options:

- Two inches of hot mix asphalt (HMA) over four inches of crushed rock base (CRB)
- Full depth HMA – 3 ½ inches

The paving materials used should conform to the Washington State Department of Transportation (WSDOT) specifications for ½-inch class HMA and CRB.

Long-term pavement performance will depend on surface drainage. A poorly-drained pavement section will be subject to premature failure as a result of surface water infiltrating into the subgrade soils and reducing their supporting capability. For optimum pavement performance, we recommend surface drainage gradients of at least two percent. Some degree of longitudinal and transverse cracking of the pavement surface should be expected over time. Regular maintenance should be planned to seal cracks when they occur.

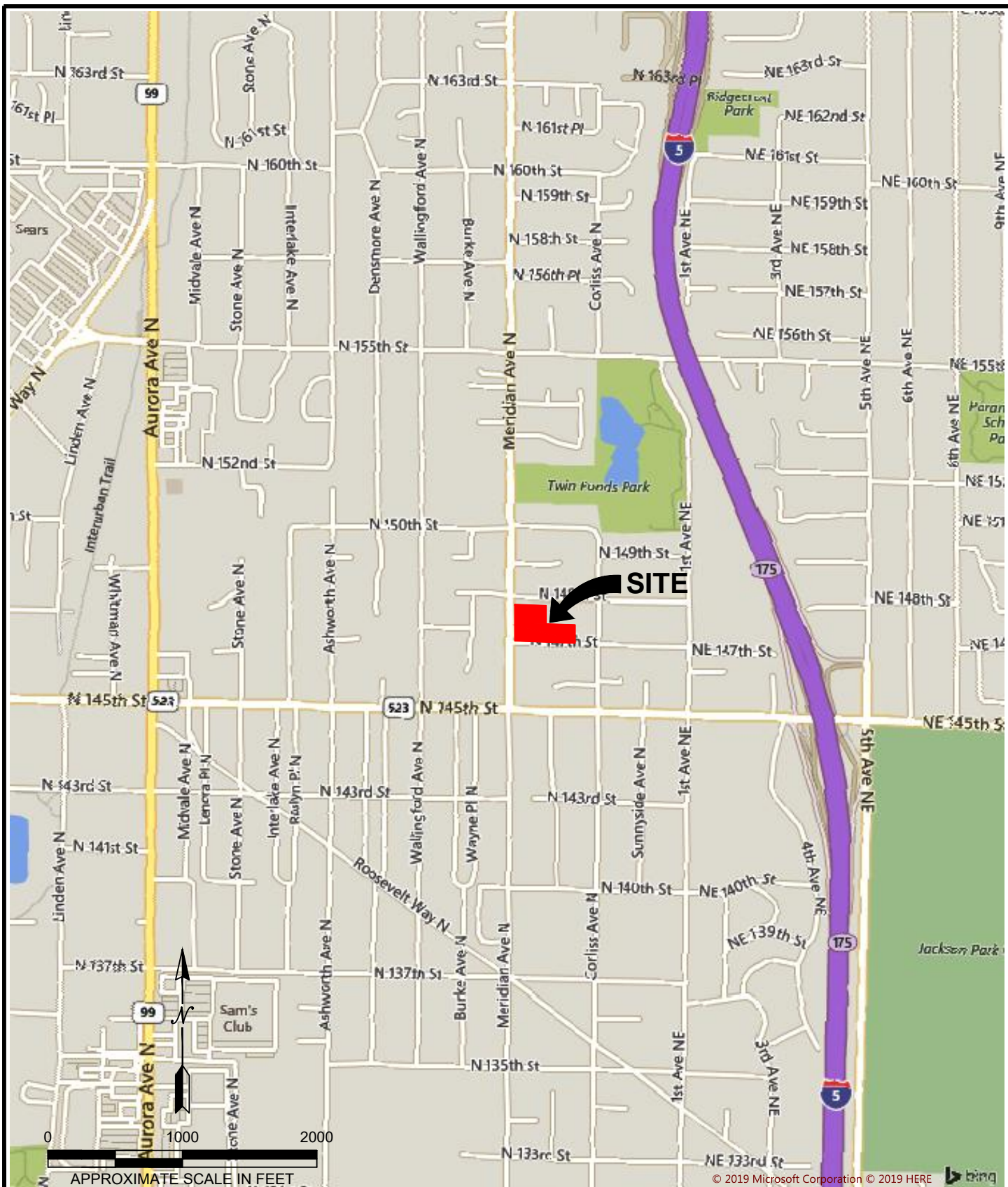
5.0 ADDITIONAL SERVICES

Terra Associates, Inc. should review the final designs and specifications to verify that earthwork and foundation recommendations have been properly interpreted and implemented in project design. We should also provide geotechnical services during construction to observe compliance with our design concepts, specifications, and recommendations. This will allow for design changes if subsurface conditions differ from those anticipated prior to the start of construction.

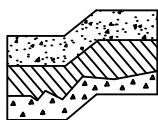
6.0 LIMITATIONS

We prepared this report in accordance with generally accepted geotechnical engineering practices. No other warranty, expressed or implied, is made. This report is the copyrighted property of Terra Associates, Inc. and is intended for specific application to the Shoreline Townhomes project in Shoreline, Washington. This report is for the exclusive use of Pulte Homes of Washington, Inc. and their authorized representatives. No other warranty, expressed or implied, is made.

The analyses and recommendations presented in this report are based on data obtained from the test pits excavated at the site. Variations in soil conditions can occur, the nature and extent of which may not become evident until construction. If variations appear evident, Terra Associates, Inc. should be requested to reevaluate the recommendations in this report, prior to proceeding with construction.



ACCESSSED 12/12/19



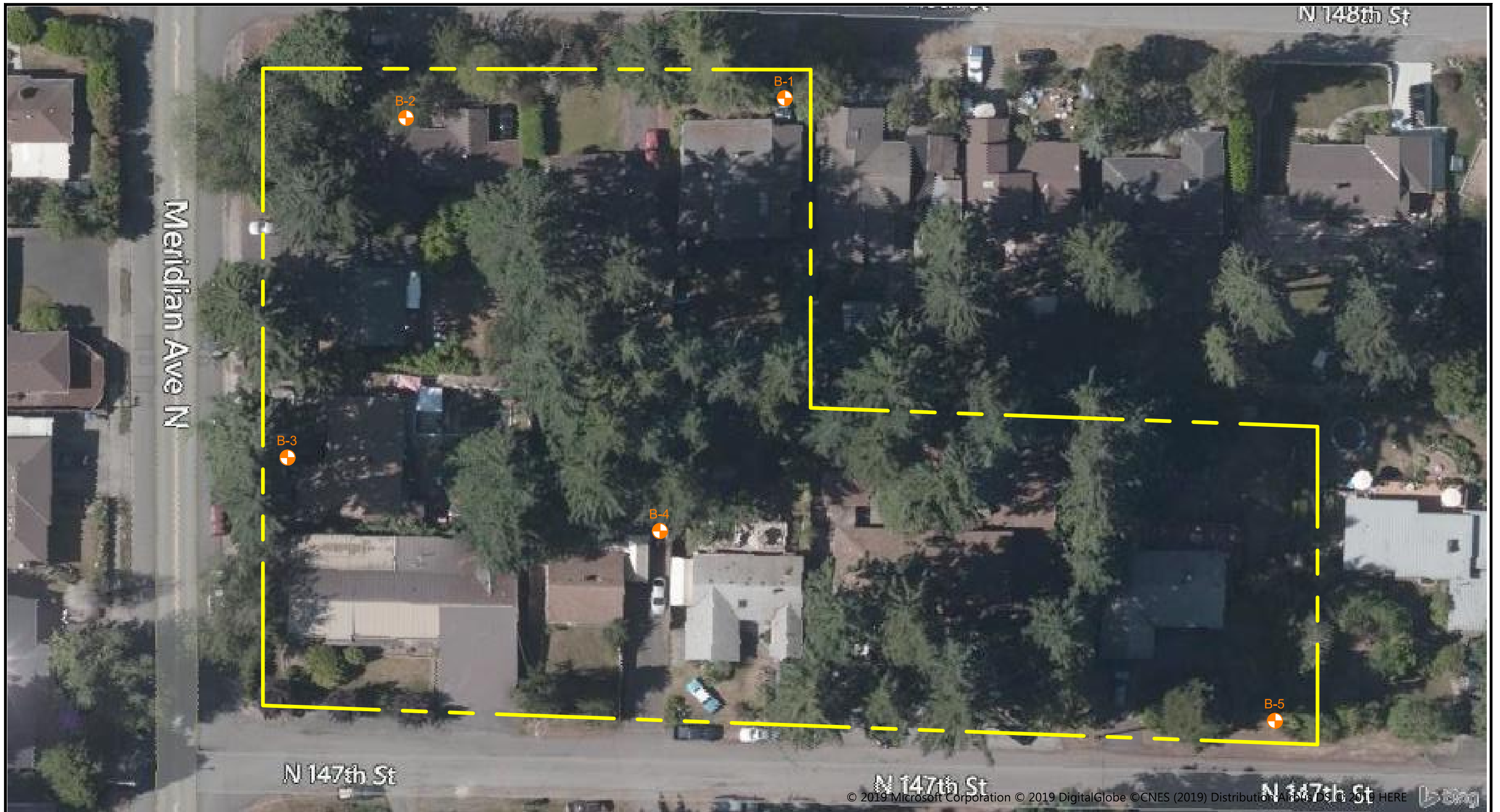
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Environmental Earth Sciences

VICINITY MAP
SHORELINE TOWNHOMES
SHORELINE, WASHINGTON

Proj.No. T-8268

Date: DEC 2019

Figure 1



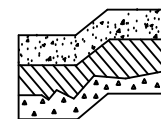
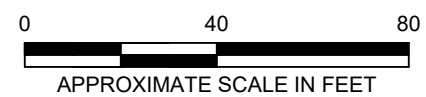
NOTE:

THIS SITE PLAN IS SCHEMATIC. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE. IT IS INTENDED FOR REFERENCE ONLY AND SHOULD NOT BE USED FOR DESIGN OR CONSTRUCTION PURPOSES.

REFERENCE: SITE PLAN PROVIDED BY <https://www.bing.com/maps>.

LEGEND:

 APPROXIMATE BORING LOCATION



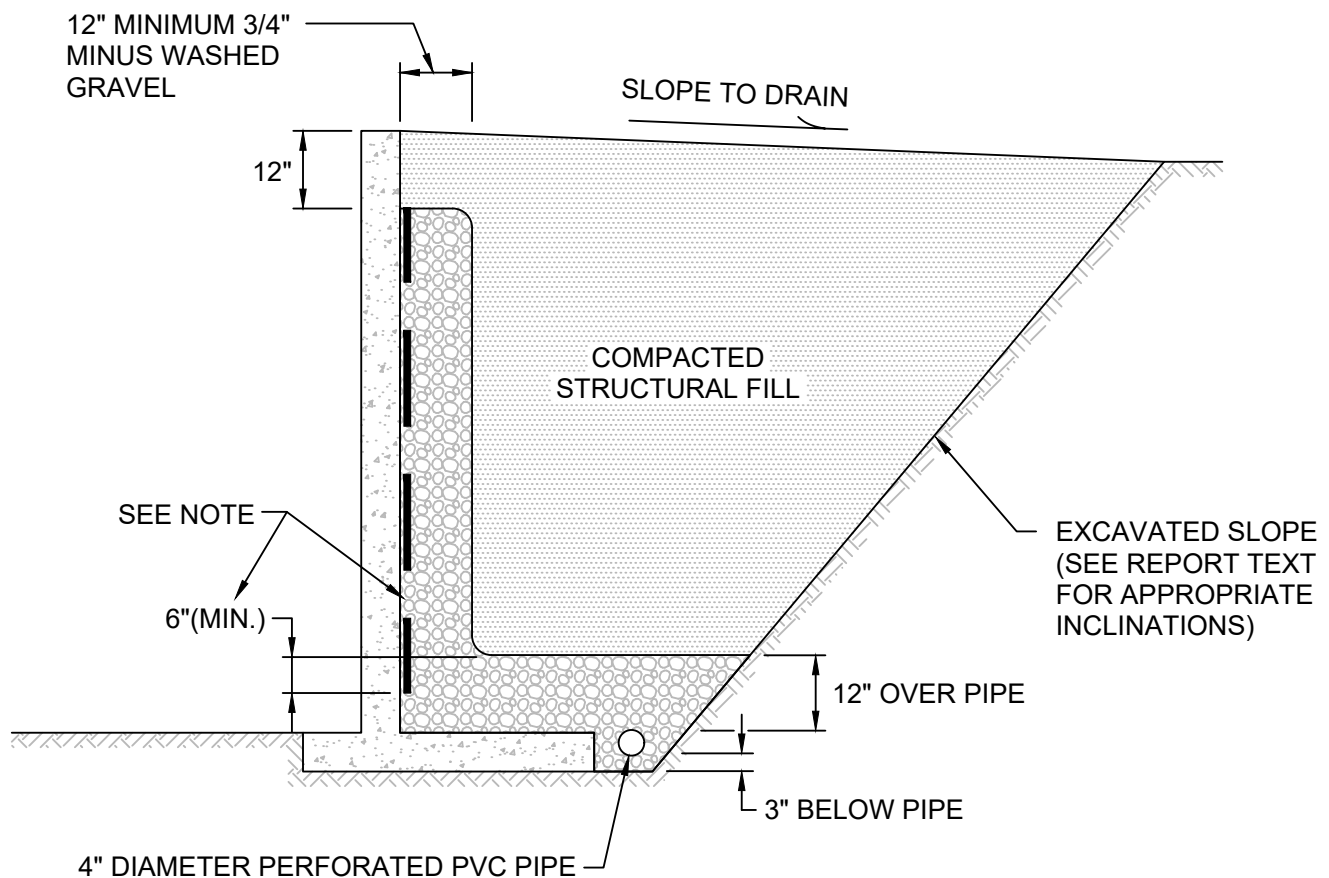
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EXPLORATION LOCATION PLAN
SHORELINE TOWNHOMES
SHORELINE, WASHINGTON

Proj.No. T-8268

Date: DEC 2019

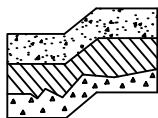
Figure 2



NOT TO SCALE

NOTE:

MIRADRAIN G100N PREFABRICATED DRAINAGE PANELS OR SIMILAR PRODUCT CAN BE SUBSTITUTED FOR THE 12-INCH WIDE GRAVEL DRAIN BEHIND WALL. DRAINAGE PANELS SHOULD EXTEND A MINIMUM OF SIX INCHES INTO 12-INCH THICK DRAINAGE GRAVEL LAYER OVER PERFORATED DRAIN PIPE.



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TYPICAL WALL DRAINAGE DETAIL
SHORELINE TOWNHOMES
SHORELINE, WASHINGTON

Proj.No. T-8268

Date: DEC 2019

Figure 3

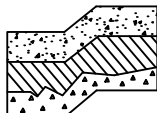
APPENDIX A FIELD EXPLORATION AND LABORATORY TESTING

Shoreline Townhomes Shoreline, Washington

On November 27, 2019, we explored subsurface conditions at the site by drilling 5 test borings to depths of 15.5 and 16.5 feet below existing grades using a track-mounted drill rig. The test boring locations were approximately determined in the field by measuring from existing site features. The approximate test boring locations are shown on the attached Exploration Location Plan, Figure 2. Test Boring Logs are attached as Figures A-2 through A-6.

A geologist from our office conducted the field exploration. Our representative classified the soil conditions encountered, maintained a log of each hand hole, obtained representative soil samples, and recorded water levels observed during excavation. During drilling, soil samples were obtained in general accordance with ASTM Test Designation D-1586. Using this procedure, a 2-inch (outside diameter) split barrel sampler is driven into the ground 18 inches using a 140-pound hammer free falling a height of 30 inches. The number of blows required to drive the sampler 12 inches after an initial 6-inch set is referred to as the Standard Penetration Resistance value or N value. This is an index related to the consistency of cohesive soils and relative density of cohesionless materials. N values obtained for each sampling interval are recorded on the Test Boring Logs, Figures A-2 through A-6. All soil samples were visually classified in accordance with the Unified Soil Classification System (USCS) described on Figure A-1.

Representative soil samples collected from the test pits were placed in closed containers and taken to our laboratory for further examination and testing. Laboratory testing consisted of determining the soil moisture content of all samples and grain size distribution analyses of eight soil samples. The soil moistures are reported on the Test Boring Logs. The grain size distribution test results are shown on Figures A-7 through A-9.

| MAJOR DIVISIONS | | | LETTER SYMBOL | TYPICAL DESCRIPTION |
|--|--|---|---|---|
| COARSE GRAINED SOILS More than 50% material larger than No. 200 sieve size | GRAVELS More than 50% of coarse fraction is larger than No. 4 sieve | Clean Gravels (less than 5% fines) | GW | Well-graded gravels, gravel-sand mixtures, little or no fines. |
| | | | GP | Poorly-graded gravels, gravel-sand mixtures, little or no fines. |
| | | Gravels with fines | GM | Silty gravels, gravel-sand-silt mixtures, non-plastic fines. |
| | | | GC | Clayey gravels, gravel-sand-clay mixtures, plastic fines. |
| | SANDS More than 50% of coarse fraction is smaller than No. 4 sieve | Clean Sands (less than 5% fines) | SW | Well-graded sands, sands with gravel, little or no fines. |
| | | | SP | Poorly-graded sands, sands with gravel, little or no fines. |
| | | Sands with fines | SM | Silty sands, sand-silt mixtures, non-plastic fines. |
| | | | SC | Clayey sands, sand-clay mixtures, plastic fines. |
| FINE GRAINED SOILS More than 50% material smaller than No. 200 sieve size | SILTS AND CLAYS Liquid Limit is less than 50% | | ML | Inorganic silts, rock flour, clayey silts with slight plasticity. |
| | | | CL | Inorganic clays of low to medium plasticity. (Lean clay) |
| | | | OL | Organic silts and organic clays of low plasticity. |
| | SILTS AND CLAYS Liquid Limit is greater than 50% | | MH | Inorganic silts, elastic. |
| | | | CH | Inorganic clays of high plasticity. (Fat clay) |
| | | | OH | Organic clays of high plasticity. |
| HIGHLY ORGANIC SOILS | | | PT | Peat. |
| DEFINITION OF TERMS AND SYMBOLS | | | | |
| COHESIONLESS | Density | Standard Penetration Resistance in Blows/Foot | <div>I2" OUTSIDE DIAMETER SPILT SPOON SAMPLER</div> <div>II2.4" INSIDE DIAMETER RING SAMPLER OR SHELBY TUBE SAMPLER</div> <div>▼WATER LEVEL (Date)</div> <div>TrTORVANE READINGS, tsf</div> <div>PpPENETROMETER READING, tsf</div> <div>DDDRY DENSITY, pounds per cubic foot</div> <div>LLLIQUID LIMIT, percent</div> <div>PIPLASTIC INDEX</div> <div>NSTANDARD PENETRATION, blows per foot</div> | |
| | Very Loose | 0-4 | | |
| | Loose | 4-10 | | |
| | Medium Dense | 10-30 | | |
| | Dense | 30-50 | | |
| Very Dense | >50 | | | |
| COHESIVE | Consistency | Standard Penetration Resistance in Blows/Foot | | |
| | Very Soft | 0-2 | | |
| | Soft | 2-4 | | |
| | Medium Stiff | 4-8 | | |
| | Stiff | 8-16 | | |
| | Very Stiff | 16-32 | | |
| Hard | >32 | | | |
| <div></div> <div>Terra Associates, Inc. Consultants in Geotechnical Engineering Geology and Environmental Earth Sciences</div> | | | UNIFIED SOIL CLASSIFICATION SYSTEM SHORELINE TOWNHOMES SHORELINE, WASHINGTON | |
| | | | Proj.No. T-8268 | Date: DEC 2019 |
| | | | Figure A-1 | |

LOG OF BORING NO. B-1

Figure No. A-2

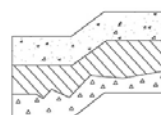
Project: Shoreline Townhomes Project No: T-8268 Date Drilled: November 27, 2019

Client: Pulte Driller: Borettec Logged By: EHE

Location: Shoreline, Washington Depth to Groundwater: N/A Approx. Elev: N/A

| Depth (ft) | Sample Interval | Soil Description | Consistency/ Relative Density | SPT (N) Blows/foot | | | Moisture Content (%) |
|------------|-----------------|---|----------------------------------|-----------------------|----|-------|-------------------------|
| | | | | 10 | 30 | 50 | |
| 0 | | (6 inches TOPSOIL and ORGANICS) | | | | | |
| | | FILL(?): Gray to brown silty SAND with gravel, fine sand, fine to medium gravel, dry to moist, minor organics. (SM) | Loose | | | 6 | 10.1 |
| 5 | | Gray to tan silty SAND with gravel, fine to medium sand, fine to coarse gravel, dry to moist. (SM) | Very Dense | | | 50/6" | 7.4 |
| | | | | | | 50/5" | 7.3 |
| 10 | | Gray to tan SAND with silt and gravel, fine to medium sand, fine to coarse gravel, dry to moist. (SP-SM) | | | | 51 | 4.4 |
| | | | | | | 57 | 3.7 |
| 15 | | Gray to tan silty SAND with trace gravel, fine to medium sand, fine to medium gravel, dry to moist. (SM) | Dense | | | 32 | 5.6 |
| | | Boring terminated at 16.5 feet. No groundwater encountered. | | | | | |
| 20 | | | | | | | |

NOTE: This borehole log has been prepared for geotechnical purposes. This information pertains only to this boring location and should not be interpreted as being indicative of other areas of the site



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LOG OF BORING NO. B-2

Figure No. A-3

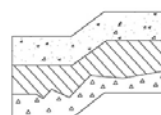
Project: Shoreline Townhomes Project No: T-8268 Date Drilled: November 27, 2019

Client: Pulte Driller: Borettec Logged By: EHE

Location: Shoreline, Washington Depth to Groundwater: N/A Approx. Elev: N/A

| Depth (ft) | Sample Interval | Soil Description | Consistency/ Relative Density | SPT (N) Blows/foot | | | Moisture Content (%) |
|------------|-----------------|--|----------------------------------|-----------------------|----|----|-------------------------|
| | | | | 10 | 30 | 50 | |
| 0 | | (6 inches TOPSOIL and ORGANICS) | | | | | |
| | | FILL(?): Gray to brown silty SAND with gravel, fine to medium sand, fine to coarse gravel, moist, minor organics. (SM) | Medium Dense | | | | |
| | | | | | | | |
| | | | | | | | |
| 5 | | | Loose | | | | |
| | | | | | | | |
| | | | | | | | |
| | | Gray to tan SAND with silt and gravel, fine to coarse sand, fine to coarse gravel, moist. (SP-SM) | Dense | | | | |
| | | | | | | | |
| 10 | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 15 | | Gray to tan SAND with gravel, fine to medium sand, fine to coarse gravel, dry to moist. (SP) | Very Dense | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | Boring terminated at 16.5 feet. No groundwater encountered. | | | | | |
| | | | | | | | |
| 20 | | | | | | | |

NOTE: This borehole log has been prepared for geotechnical purposes. This information pertains only to this boring location and should not be interpreted as being indicative of other areas of the site



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LOG OF BORING NO. B-3

Figure No. A-4

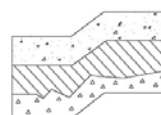
Project: Shoreline Townhomes Project No: T-8268 Date Drilled: November 27, 2019

Client: Pulte Driller: Borettec Logged By: EHE

Location: Shoreline, Washington Depth to Groundwater: N/A Approx. Elev: N/A

| Depth (ft) | Sample Interval | Soil Description | Consistency/ Relative Density | SPT (N) Blows/foot | | | Moisture Content (%) |
|------------|-----------------|--|----------------------------------|-----------------------|----|----|-------------------------|
| | | | | 10 | 30 | 50 | |
| 0 | | (6 inches TOPSOIL and ORGANICS) | | | | | |
| | | Tan to dark brown silty SAND with gravel, fine to medium sand, fine to coarse gravel, dry to moist. (SM) | Medium Dense | | | | |
| | | | | | | | |
| | | | | | | | |
| 5 | | Brown to dark brown silty SAND, fine to medium sand, moist, some gravel. (SM) | Very Dense | | | | |
| | | | | | | | |
| | | Gray to tan silty SAND with gravel, fine to medium sand, fine to coarse gravel, dry to moist. (SM) | | | | | |
| | | | | | | | |
| | | | | | | | |
| 10 | | Gray to tan SAND with silt and gravel, fine sand, gravel, dry to moist. (SP-SM) | Dense | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 15 | | | Very Dense | | | | |
| | | | | | | | |
| | | Boring terminated at 15.5 feet. No groundwater seepage encountered. | | | | | |
| | | | | | | | |
| 20 | | | | | | | |

NOTE: This borehole log has been prepared for geotechnical purposes. This information pertains only to this boring location and should not be interpreted as being indicative of other areas of the site



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Environmental Earth Sciences

LOG OF BORING NO. B-4

Figure No. A-5

Project: Shoreline Townhomes Project No: T-8268 Date Drilled: November 27, 2019

Client: Pulte Driller: Borettec Logged By: EHE

Location: Shoreline, Washington Depth to Groundwater: N/A Approx. Elev: N/A

| Depth (ft) | Sample Interval | Soil Description | Consistency/ Relative Density | SPT (N) Blows/foot | | | Moisture Content (%) |
|------------|-----------------|--|----------------------------------|-----------------------|----|----|-------------------------|
| | | | | 10 | 30 | 50 | |
| 0 | | (3 inches ASPHALT) | | | | | |
| | | Gray to tan silty SAND with gravel, fine to medium sand, fine to coarse gravel, dry to moist. (SM) | Dense | | | | |
| | | | | | | | |
| 5 | | | Very Dense | | | | |
| | | | | | | | |
| | | | | | | | |
| 10 | | | Dense | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 15 | | Brown-gray SAND with silt and gravel, fine to medium sand, moist. (SP-SM) | Very Dense | | | | |
| | | | | | | | |
| | | Boring terminated at 16.5 feet. No groundwater encountered. | | | | | |
| 20 | | | | | | | |

NOTE: This borehole log has been prepared for geotechnical purposes. This information pertains only to this boring location and should not be interpreted as being indicative of other areas of the site



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LOG OF BORING NO. B-5

Figure No. A-6

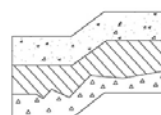
Project: Shoreline Townhomes Project No: T-8268 Date Drilled: November 27, 2019

Client: Pulte Driller: Borettec Logged By: EHE

Location: Shoreline, Washington Depth to Groundwater: N/A Approx. Elev: N/A

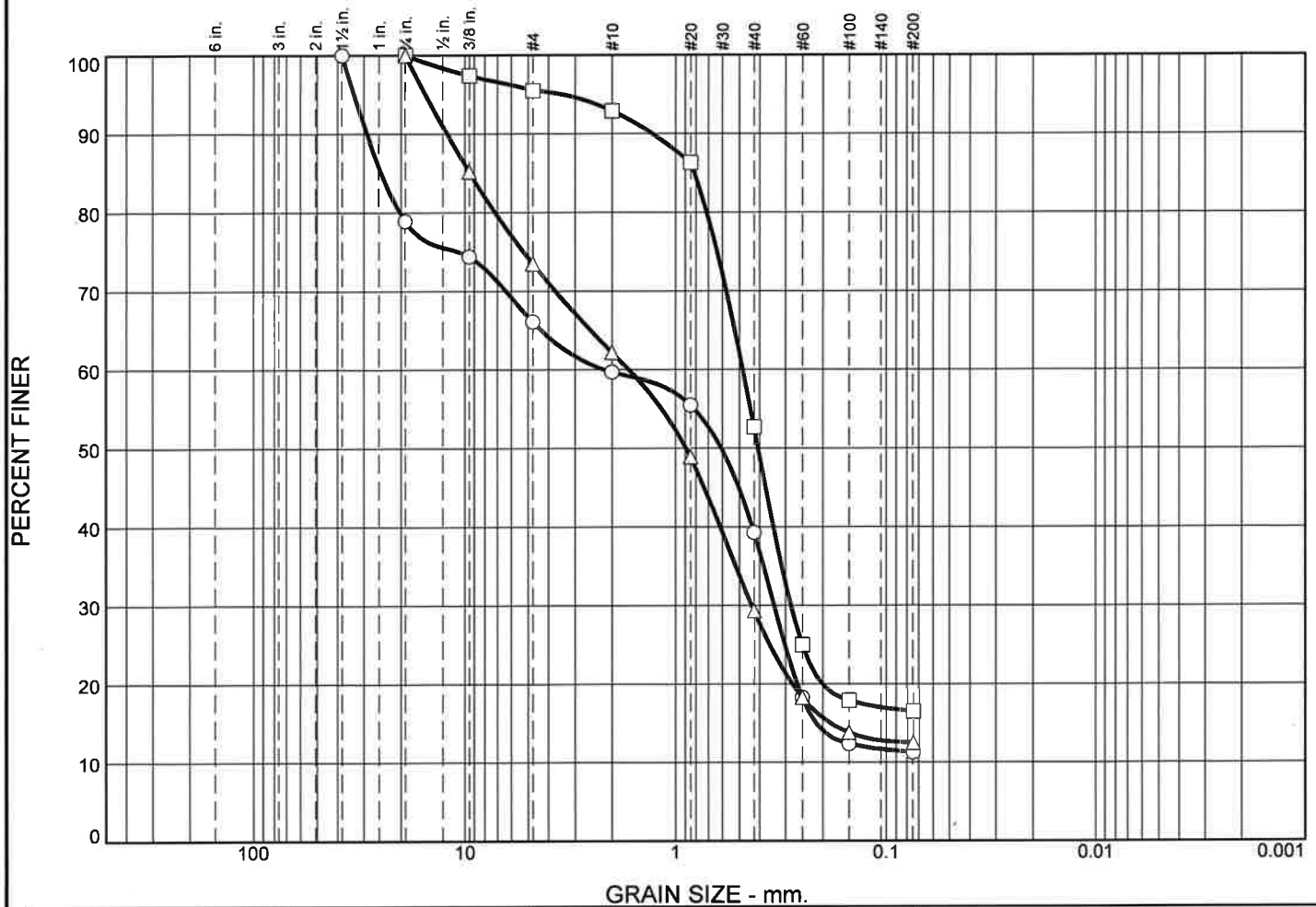
| Depth (ft) | Sample Interval | Soil Description | Consistency/ Relative Density | SPT (N) Blows/foot | | | Moisture Content (%) |
|------------|-----------------|--|----------------------------------|-----------------------|----|----|-------------------------|
| | | | | 10 | 30 | 50 | |
| 0 | | (6 inches TOPSOIL and ORGANICS) | | | | | |
| | | Brown silty SAND with gravel, fine to medium sand, fine to coarse gravel, dry to moist, minor organics. (SM) | Medium Dense | | • | | 29 26.4 |
| 5 | | Gray to tan silty SAND with some gravel, fine to coarse sand, fine to medium gravel, moist. (SM) | Dense | | • | | 37 8.3 |
| | | Gray to tan SAND with silt and gravel, fine to medium sand, fine to coarse gravel, dry to moist. (SP-SM) | | | • | | 31 4.6 |
| 10 | | Gray to tan silty SAND, fine sand, dry to moist, trace gravel. (SM) | Medium Dense | | • | | 29 11.7 |
| | | Gray to tan SAND with gravel, fine to medium sand, fine gravel, dry to moist. (SP) | Very Dense | | | • | 54 3.8 |
| 15 | | | | | | • | 89 7.4 |
| | | Boring terminated at 16.5 feet. No groundwater encountered. | | | | | |
| 20 | | | | | | | |

NOTE: This borehole log has been prepared for geotechnical purposes. This information pertains only to this boring location and should not be interpreted as being indicative of other areas of the site



Terra Associates, Inc.
Consultants in Geotechnical Engineering
Geology and
Environmental Earth Sciences

Particle Size Distribution Report



| | % +3" | | % Gravel | | % Sand | | | % Fines | | |
|---|-------|----|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|
| | | | Coarse | Fine | Coarse | Medium | Fine | Silt | | Clay |
| ○ | 0.0 | | 21.1 | 12.8 | 6.4 | 20.4 | 28.0 | 11.3 | | |
| □ | 0.0 | | 0.0 | 4.5 | 2.6 | 40.2 | 36.2 | 16.5 | | |
| △ | 0.0 | | 0.0 | 26.5 | 11.3 | 32.9 | 16.8 | 12.5 | | |
| ⊗ | LL | PL | D ₈₅ | D ₆₀ | D ₅₀ | D ₃₀ | D ₁₅ | D ₁₀ | C _c | C _u |
| ○ | | | 24.7012 | 2.1718 | 0.6075 | 0.3407 | 0.2141 | | | |
| □ | | | 0.8144 | 0.4807 | 0.4064 | 0.2835 | | | | |
| △ | | | 9.4269 | 1.6612 | 0.8914 | 0.4361 | 0.1834 | | | |

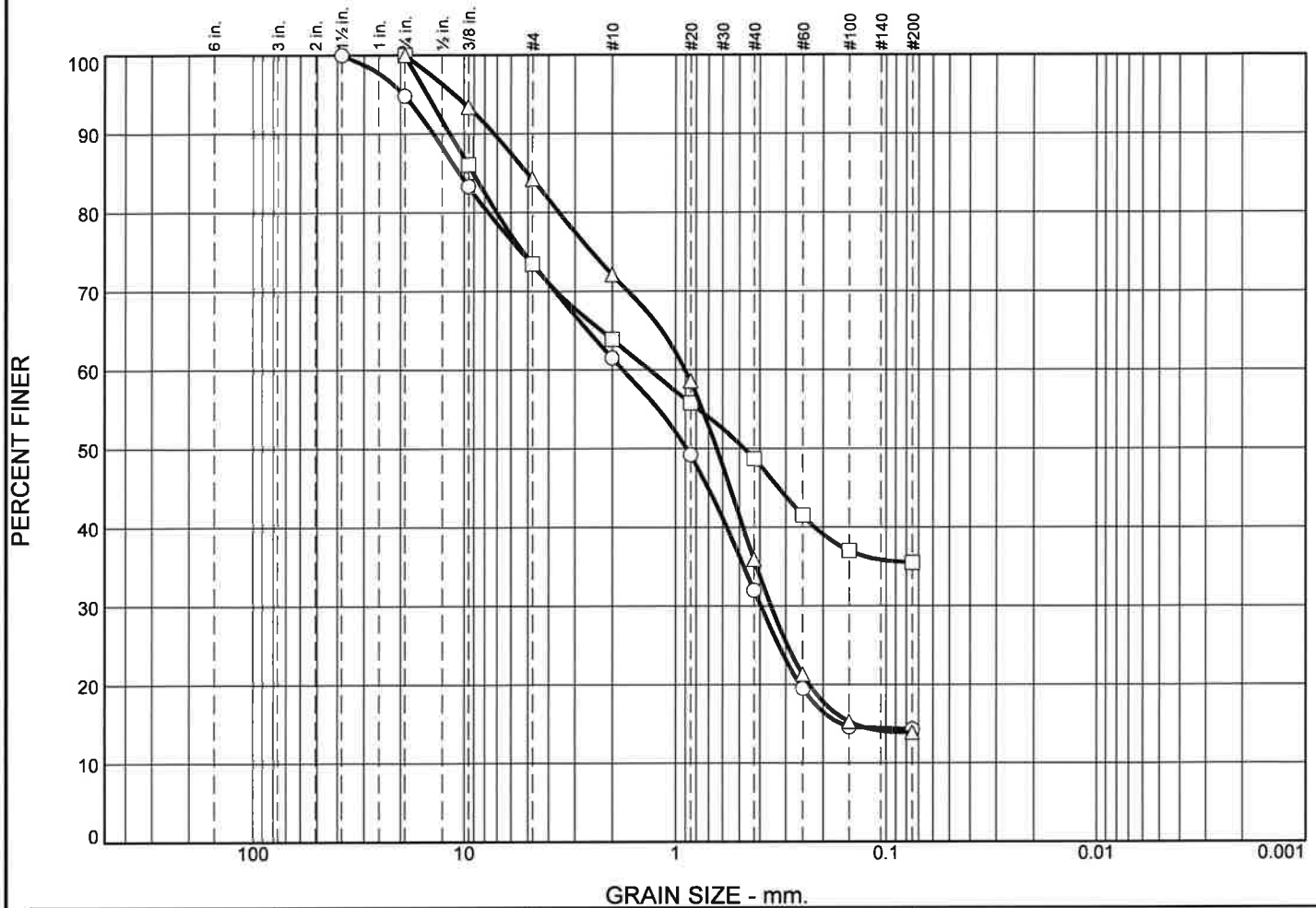
| Material Description | | | | | | | USCS | AASHTO |
|----------------------|--|--|--|--|--|--|-------|--------|
| ○ SAND with silt | | | | | | | SP-SM | |
| □ Silty SAND | | | | | | | SM | |
| △ Silty SAND | | | | | | | SM | |

| | |
|---|-----------------|
| Project No. T-8268 Client: Pulte Homes of Washington Project: Shoreline Townhomes ○ Location: B-1 Depth: -12.5 feet □ Location: B-1 Depth: -15 feet △ Location: B-2 Depth: -5 feet Terra Associates, Inc. Kirkland, WA | Remarks: |
|---|-----------------|

Figure A-7

Tested By: FQ

Particle Size Distribution Report



| | % +3" | | % Gravel | | % Sand | | | % Fines | | |
|---|-------|----|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|
| | | | Coarse | Fine | Coarse | Medium | Fine | Silt | | Clay |
| ○ | 0.0 | | 5.2 | 21.4 | 11.9 | 29.5 | 17.7 | 14.3 | | |
| □ | 0.0 | | 0.0 | 26.6 | 9.5 | 15.2 | 13.2 | 35.5 | | |
| △ | 0.0 | | 0.0 | 15.8 | 12.1 | 36.2 | 22.0 | 13.9 | | |
| ⊗ | LL | PL | D ₈₅ | D ₆₀ | D ₅₀ | D ₃₀ | D ₁₅ | D ₁₀ | C _c | C _u |
| ○ | | | 10.5249 | 1.7735 | 0.8857 | 0.3945 | 0.1635 | | | |
| □ | | | 9.0586 | 1.3258 | 0.4730 | | | | | |
| △ | | | 5.0206 | 0.8997 | 0.6388 | 0.3532 | 0.1418 | | | |

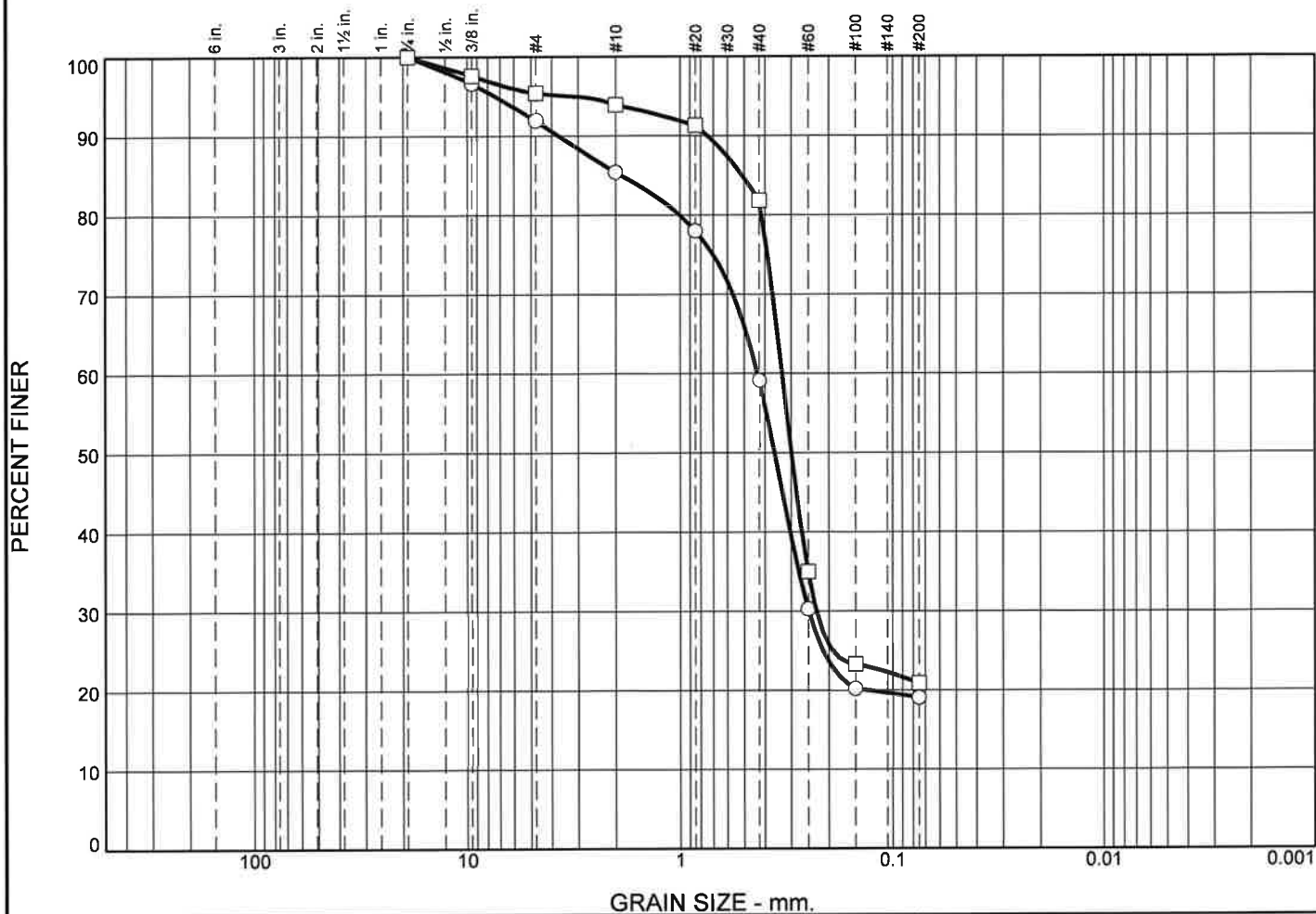
| Material Description | | | | | | | | USCS | AASHTO |
|--------------------------|--|--|--|--|--|--|--|------|--------|
| ○ Silty SAND | | | | | | | | SM | |
| □ Silty SAND with gravel | | | | | | | | SM | |
| △ Silty SAND | | | | | | | | SM | |

| | |
|---|---|
| Project No. T-8268 Client: Pulte Homes of Washington Project: Shoreline Townhomes ○ Location: B-3 Depth: -7.5 □ Location: B-4 Depth: -5 feet △ Location: B-4 Depth: -10 feet Terra Associates, Inc. Kirkland, WA | Remarks: |
|---|---|

Figure A-8

Tested By: FQ

Particle Size Distribution Report



| GRAIN SIZE - mm. | | | | | | | | | | |
|-------------------------------------|-----|----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|
| % +3" | | % Gravel | | % Sand | | | % Fines | | | |
| | | Coarse | Fine | Coarse | Medium | Fine | Silt | | Clay | |
| <input type="radio"/> | 0.0 | 0.0 | 8.1 | 6.5 | 26.3 | 40.0 | 19.1 | | | |
| <input type="checkbox"/> | 0.0 | 0.0 | 4.6 | 1.5 | 12.1 | 60.9 | 20.9 | | | |
| <input checked="" type="checkbox"/> | LL | PL | D ₈₅ | D ₆₀ | D ₅₀ | D ₃₀ | D ₁₅ | D ₁₀ | C _c | C _u |
| <input type="radio"/> | | | 1.8868 | 0.4330 | 0.3599 | 0.2482 | | | | |
| <input type="checkbox"/> | | | 0.5119 | 0.3315 | 0.2994 | 0.2281 | | | | |

| Material Description | | | | | | | USCS | AASHTO |
|-------------------------------------|--|--|--|--|--|--|------|--------|
| <input type="radio"/> Silty SAND | | | | | | | SM | |
| <input type="checkbox"/> Silty SAND | | | | | | | SM | |

Project No. T-8268 **Client:** Pulte Homes of Washington
Project: Shoreline Townhomes

☐ **Location:** B-5 **Depth:** -5 feet
☐ **Location:** B-5 **Depth:** -10 feet

Terra Associates, Inc.

Kirkland, WA

Remarks:

Figure A-9

Tested By: FQ

APPENDIX B

ERIS AERIAL PHOTOS REPORT



HISTORICAL **AERIALS**

Project Property: *Shoreline Townhouses
Meridian Ave North
Shoreline, WA 98133*

Project No: *T-8262*

Requested By: *Terra Associates Inc.*

Order No: *20191031333*

Date Completed: *November 1, 2019*

Search Results Summary

| Year | Source | Scale | Comment |
|------|--|---------|---------------------|
| 2017 | NAIP - National Agriculture Informa. on Program | 1"=500' | |
| 2015 | NAIP - Naonal Agricultur e Information Program | 1"=500' | |
| 2013 | NAIP - Naonal Agricultur e Information Program | 1"=500' | |
| 2011 | NAIP - Naonal Agricultur e Information Program | 1"=500' | |
| 2009 | NAIP - Naonal Agricultur e Information Program | 1"=500' | |
| 2006 | NAIP - Naonal Agricultur e Information Program | 1"=500' | |
| 1990 | USGS - US Geological Survey | 1"=500' | |
| 1980 | NHAP - Naonal High Altude Phot ography | 1"=500' | |
| 1977 | USGS - US Geological Survey | 1"=500' | |
| 1968 | USGS - US Geological Survey | 1"=500' | |
| 1952 | USGS - US Geological Survey | 1"=500' | |
| 1941 | ASCS - Agriculture and Soil Conservation Service | 1"=500' | |
| 1936 | FAIRCHILD - Private Company | 1"=500' | BEST COPY AVAILABLE |

Environmental Risk Information Services

A division of Glacier Media Inc.

1.866.517.5204 | info@erisinfo.com | erisinfo.com

one inch



Year: 2017
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337

Order No: 20191031333



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



www.erisinfo.com | 1.866.517.5204

one inch



Year: 2015
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337



Order No: 20191031333



www.erisinfo.com | 1.866.517.5204

one inch

Order No: 20191031333

Year: 2013
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



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one inch



Year: 2011
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337

Order No: 20191031333



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES

www.erisinfo.com | 1.866.517.5204

one inch



Year: 2009
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337



Order No: 20191031333

ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES

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one inch



Year: 2006
Source: NAIP
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337



Order No: 20191031333



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one inch



Year: 1990
Source: USGS
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337

Order No: 20191031333



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



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one inch



Year: 1980
Source: NHAP
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337

Order No: 20191031333



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



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1-98

Year: 1977
Source: USGS
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337

Order No: 20191031333



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



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one inch



Year: 1968
Source: USGS
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337

Order No: 20191031333



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



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one inch



Year: 1952
Source: USGS
Scale: 1" to 500'
Comments:

Order No: 20191031333

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



www.erisinfo.com | 1.866.517.5204

one inch



Year: 1941
Source: ASCS
Scale: 1" to 500'
Comments:

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337

Order No: 20191031333

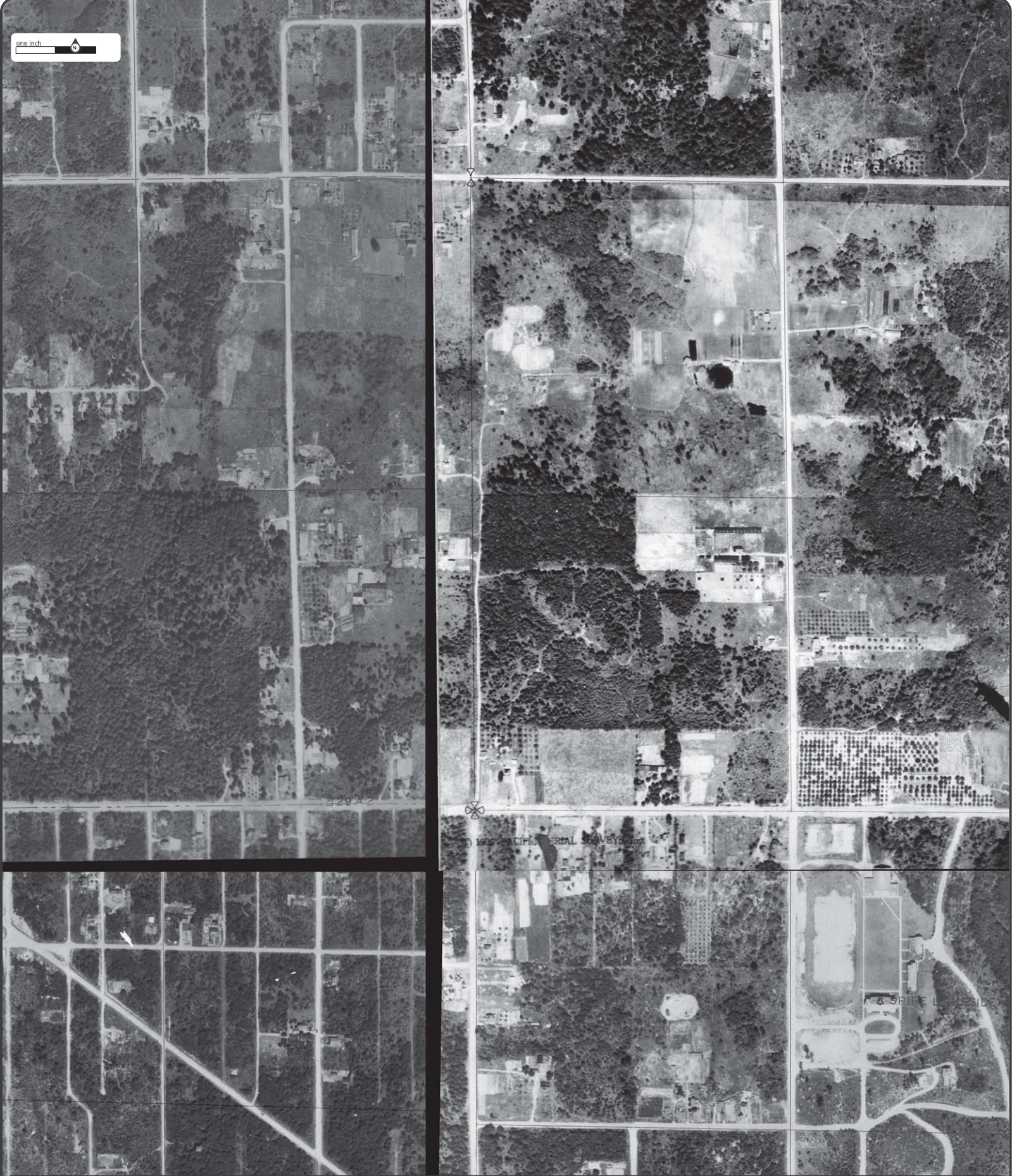


ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



www.erisinfo.com | 1.866.517.5204

one inch



Year: 1936
Source: FAIRCHILD
Scale: 1" to 500'
Comments: BEST COPY AVAILABLE

Site Address: Meridian Ave North Shoreline WA
Approx Center: 47.73598 / -122.3337

Order No: 20191031333



ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



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APPENDIX C

CITY DIRECTORY REVIEW

ERIS
ENVIRONMENTAL RISK INFORMATION SERVICES



CITY DIRECTORY

| | |
|--------------------------|--|
| Project Property: | <i>Shoreline Townhouses Meridian Ave North Shoreline, WA 98133</i> |
| Project No: | <i>T-8262</i> |
| Requested By: | <i>Terra Associates Inc.</i> |
| Order No: | <i>20191031333</i> |
| Date Completed: | <i>November 4, 2019</i> |

November 4, 2019
RE: CITY DIRECTORY RESEARCH
Shoreline Townhouses
Meridian Ave North Shoreline, WA

Thank you for contacting ERIS for an City Directory Search for the site described above. Our staff has conducted a reverse listing City Directory search to determine prior occupants of the subject site and adjacent properties. We have provided the nearest addresses(s) when adjacent addresses are not listed. If we have searched a range of addresses, all addresses in that range found in the Directory are included.

Note: Reverse Listing Directories generally are focused on more highly developed areas. Newly developed areas may be covered in the more recent years, but the older directories will tend to cover only the "central" parts of the city. To complete the search, we have either utilized the ACPL, Library of Congress, State Archives, and/or a regional library or history center as well as multiple digitized directories. These do not claim to be a complete collection of all reverse listing city directories produced.

ERIS has made every effort to provide accurate and complete information but shall not be held liable for missing, incomplete or inaccurate information. To complete this search we used the general range(s) below to search for relevant findings. If you believe there are additional addresses or streets that require searching please contact us at 866-517-5204.

Search Criteria:

14500-14800 of Meridian Ave N

2100-2200 of N 147th St

2000-2200 of N 148th St

Search Results Summary

| Date | Source | Comment |
|---------|----------------------------|---------|
| 2018 | DIGITAL BUSINESS DIRECTORY | |
| 2013 | DIGITAL BUSINESS DIRECTORY | |
| 2008 | DIGITAL BUSINESS DIRECTORY | |
| 2003 | DIGITAL BUSINESS DIRECTORY | |
| 1998 | DIGITAL BUSINESS DIRECTORY | |
| 1994 | COLE | |
| 1990 | COLE | |
| 1984-85 | COLE | |
| 1980-81 | COLE | |
| 1973 | COLE | |
| 1970-71 | COLE | |
| 1965 | PACIFIC BELL TELEPHONE | |
| 1960 | PACIFIC BELL TELEPHONE | |
| 1956 | PACIFIC BELL TELEPHONE | |
| 1950 | PACIFIC BELL TELEPHONE | |
| 1946 | PACIFIC BELL TELEPHONE | |
| 1942 | PACIFIC BELL TELEPHONE | |
| 1938 | STREET ADDRESS DIRECTORY | |
| 1934 | STREET ADDRESS DIRECTORY | |

Environmental Risk Information Services

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1.866.517.5204 | info@erisinfo.com | erisinfo.com

14510 3JKP JANITORIAL SVC...Janitor Service<

14520 AMBER SKY HOME SVC...Home Health Servi

2121 ROOF RITE ROOFING...Roofing Contractor

2127 BELL, JERALD K...Architects

14510 3JKP JANITORIAL SVC...Janitorial Svcs<
14510 3JKP JANITORIAL SVC...Janitor Service<
14520 AMBER SKY HOME SVC...Home Health Servi
14526 ASAPTRASH HAUL SVC...Trucking-contract
14703 URBAN AUDIO DESIGN...Audio-visual Cons

NO LISTING FOUND FOR THIS YEAR...

- 2127 BELL, JERALD K...Architectural Svcs
- 2127 BELL, JERALD K...Architects

14529 A VETERANS MEMORY...Mfg Misc Fabricate

- 2121 ROOF RITE ROOFING...Roofg, Sheet Met W
- 2122 BROWERS CUSTOM CONSTRUCTION...Single-f
- 2156 ROBINSON ENTERPRISES...Whol Homefurnis
- 2157 THREE MOON HERBEL...Mfg Medicinal/bota

- 2127 BELL JERRAL K BELL...Landscape Service
- 2127 JERALD K BELL...Architects

NO LISTING FOUND FOR THIS YEAR...

NO LISTING FOUND FOR THIS YEAR...

2127 BELL JERALD K...

NO LISTING FOUND FOR THIS YEAR...

NO LISTING FOUND FOR THIS YEAR...

NO LISTING FOUND FOR THIS YEAR...

| | | | |
|------------------|-------------------|-----|------------|
| 14350 | F E Cupat | 91 | 368-8227 |
| 14356 | D Goodwin | ■ | 367-9626 |
| - 2100 N 145TH | | | |
| - IN KING COUNTY | | | |
| 14503 | | NP | |
| 14504 | | NP | ● |
| 14509 | Garth Streeter | ■ | 368-5465 |
| 14510 | 14517 | NP | |
| 14520 | Jack F Langeloh | .84 | ● 365-7595 |
| 14526 | Yeezun L Lam | .91 | 361-8751 |
| 14527 | | NP | |
| 14529 | H E Fuller | .64 | 362-5915 |
| 14533 | | NP | |
| 14534 | Tyronne Gauthier | .90 | ● 368-0883 |
| 14540 | Ireland Scaggs | .70 | 363-4862 |
| 14541 | Paul B Edelstein | .64 | 362-1685 |
| - 2100 N 147TH | | | |
| 14703 | Henry L Chiles | .64 | 362-5753 |
| 14704 | Edward L Carter | .87 | 363-9756 |
| 14710 | Johnny Chu | .91 | ● 365-3422 |
| | Pailing Chu | .91 | ● 365-6359 |
| | Tony Chu | .92 | ● 361-9081 |
| 14711 | Ghazy M Kader | .87 | 361-8370 |
| 14718 | 14719 | NP | |
| - 2100 N 148TH | | | |
| 14810 | Edward Hannaford | .92 | 363-3309 |
| | Stephen L Hildman | .91 | 363-3309 |
| 14816 | 14817 14818 | NP | |
| 14820 | 14822 14824 | NP | |
| 14826 | Cesar Ordona | .78 | 367-0563 |
| 14828 | | NP | |
| 14829 | T Mano | - | ● 440-0441 |
| 14832 | 14833 | NP | |
| 14834 | Condominium | | |
| | Ⓜ M J Topacio | .87 | ● 361-9882 |
| 14836 | | NP | |
| 14838 | Phillip Kramer | .84 | ● 364-8031 |
| 14839 | Artie S Dicknite | .62 | 364-3857 |
| 14840 | | NP | |
| - 2100 N 149TH | | | |

| | | |
|-----------------------------------|-------------------------------------|----------------|
| ● | N 147TH ST | 98133 |
| E From 14700 Wallingford | | |
| 1800- 2399 CT 210 \$D..B14 | | |
| ● | THOMAS BROS MAP LOC K 505-A2 | |
| 1804 | | NP |
| 1811 | E A Woodcock | .92 363-7188 |
| 1812 | Richd V Todhunter | .74 362-1893 |
| 1817 | | NP |
| 1818 | L Jim Hopkins | .90 ● 367-6572 |
| ■ | 14700 WAYNE PL N | |
| 2100 | 2115 2116 2121 | NP |
| 2122 | Michael B Brower | .81 367-6697 |
| 2127 | C Gabbert | .73 363-7482 |
| 2132 | Bruno P Suffredini | .82 364-0578 |
| 2137 | Brian Beam | .78 363-8836 |
| 2142 | Mark Mogelgaard | .92 362-2164 |
| 2145 | R Pong | ■ 368-0384 |
| 2150 | Chris Miles | .86 ● 364-6705 |
| 2151 | Jeffrey Rubingh | .90 ● 368-8015 |
| 2156 | M J Robinson | .71 362-0134 |
| 2157 | Apartments | |
| 1/2 | Michael Balfour | - 362-5413 |
| | B J Dubber | .88 361-7183 |
| ■ | 14700 CORLISS N | |
| 2300 | | NP |
| 2303 | Henry A Peterson | .64 362-0138 |
| 2309 | | NP |
| 2310 | Sandra J Rager | .87 364-5688 |
| 2316 | Gary S Fahey | .79 362-3708 |

| | | |
|-------|--------------------|----------------|
| 2000 | Ray Lind | .87 ● 361-8633 |
| 2003 | Rolv I Trigstad | .75 362-5772 |
| 2006 | F B Nyland | .66 ● 364-4738 |
| 2009 | | NP |
| 2012 | Ray Cottet | .64 363-8137 |
| 2017 | Nam Tran | .87 ● 361-0614 |
| 2018 | Bill E Bigelow | .69 364-4239 |
| 2105 | John Forman | - ● 367-3729 |
| 2106 | | NP |
| 2117 | Rodney R Kilmer | .64 364-5253 |
| 2123 | James D Mitchell | .83 364-4744 |
| 2127★ | Jerald K Bell Arch | .79 362-9137 |
| 2132 | 2135 | NP |
| 2138 | Dan Cedarland | ■ 365-9760 |
| | Hugh K Cedarland | .64 362-2004 |
| 2139 | | NP |
| 2146 | Paul Fleury | .75 365-7189 |
| 2147 | C T Welch | .90 364-8016 |
| 2157 | | NP |
| 2305 | Charles M Bertiaux | .66 364-6051 |
| 2311 | Francis R Crouch | .80 362-7611 |

14344 Julia R Wilder 367-2004
 14347 14350 14356 NP
- 2100 N 145TH
- IN KING COUNTY
 14503 NP
 14504 Donald W Gobel • 364-9853
 14509 NP
 14510 M Mousavi • 363-9073
 14517 J D Bunson 361-7381
 14520 Jack F Langeloh 84 • 365-7595
 14526 Daniel C Granadino 361-5932
 14527 NP
 14529 H E Fuller 64 362-5915
 14533 NP
 14534 Tyronne Gauthier • 368-0883
 14540 Ireland Scaggs 70 363-4862
 14541 Paul B Edelstein 64 362-1685
- 2100 N 147TH
 14703 Henry L Chiles 64 362-5753
 14704 Edward L Carter 87 363-9756
 14710 Earl W Wymore 86 363-6722
 14711 Ghazy M Kader 87 361-8370
 14718 Stephen Jensen - 365-6025
 14719 D B Stonehouse 88 367-3168
- 2100 N 148TH
 14810 Roger Tang 365-0282
 14816 Cory Marino 362-1627
 Nick Romero 362-1627
 14817 14818 14820 NP
 14822 14824 NP
 14826 Cesar Ordon 78 367-0563
 14828 NP
 14829 R D Thompson - 363-2800
 14832 14833 NP
 14834 C A Tapacio 87 361-9882
 M J Topacio 87 • 361-9882
 14836 NP
 14838 Phillip Kramer 84 • 364-8031
 14839 Arlie S Dicknite 62 364-3857
 14840 NP
- 2100 N 150TH
 15000 George W Croft Jr 69 363-8258

● N 147TH ST 98133
E From 14700 Wallingford
1100- 2399 CT 210 \$C..B14
● THOMAS BROS MAP LOC K 2-85
 1804 1811 NP
 1812 Richd V Todhunter 74 362-1693
 1817 NP
 1818 L Jim Hopkins - 367-6572
- 14700 WAYNE PL N
 2100 NP
 2115 J Shelley - 368-2532
 2116 K McCormick 367-4839
 2121 NP
 2122 Michael B Brower 81 367-6697
 2127 C Gabbert 73 363-7482
 2132 Bruno P Suffredini 82 364-0578
 2137 Brian Beam 78 363-8836
 2142 C E Patopea 86 364-2750
 2145 NP
 2150 Chris Miles 86 364-6705
 2151 Jeffrey Rubingh 368-8015
 2156 M J Robinson 71 362-0134
 2157 B J Dubber 88 361-7183
 ½ H M Canfield 89 367-7106
- 14700 CORLISS N
 2300 NP
 2303 Henry A Peterson 64 362-0138
 2300 NP

| | | | |
|-------|--------------------|-----|----------|
| 1826 | H F Heuer | .86 | 362-6655 |
| 2000 | Ray Lind | .87 | 361-8633 |
| 2003 | Rolv I Trigstad | .75 | 362-5772 |
| 2006 | F B Nyland | .66 | 364-4738 |
| 2009 | | NP | |
| 2012 | Ray Cottet | .64 | 363-8137 |
| 2017 | Nam Tran | .87 | 361-0614 |
| 2018 | Bill E Bigelow | .69 | 364-4239 |
| 2105★ | Hasties Constrctn | ■ | 364-6650 |
| | M Morell | ■ | 364-7423 |
| 2106 | | NP | |
| 2117 | Rodney R Kilmer | .64 | 364-5253 |
| 2123 | James D Mitchell | .83 | 364-4744 |
| 2127★ | Jerald K Bell Arch | .79 | 362-9137 |
| 2132 | 2135 | NP | |
| 2138 | Hugh K Cedarland | .64 | 362-2004 |
| 2139 | | NP | |
| 2146 | Paul Fleury | .75 | 365-7189 |
| 2147 | C T Welch | - | 364-8016 |
| 2157 | Robert Salud | - | 362-9483 |
| 2305 | Charles M Bertiaux | .66 | 364-6051 |
| 2311 | Francis R Crouch | .80 | 362-7811 |

| | | | |
|-------|-----------------------|-----|----------|
| 14356 | Howard C Hamblen | .76 | 362-7295 |
| | Sam Wallace | .81 | 365-1323 |
| | 2100 N 145TH | | |
| | IN KING COUNTY | | |
| 14503 | 14504 14509 | NP | |
| 14510 | J M Christensen | .74 | 364-5935 |
| 14517 | | NP | |
| 14520 | Jack F Langeloh | ■ | 365-7595 |
| 14526 | Leonard J Hagen | .79 | 365-9462 |
| 14527 | R Wells | .79 | 363-1408 |
| 14529 | H E Fuller | .64 | 362-5915 |
| 14533 | | NP | |
| 14534 | G Guloy | .82 | 363-1731 |
| 14540 | Ireland Scaggs | .70 | 363-4862 |
| 14541 | Paul B Edelstein | | 362-1685 |
| | 2100 N 147TH | | |
| 14703 | Henry L Chiles | | 362-5753 |
| 14704 | Edward L Carter | .69 | 363-4024 |
| 14710 | N Andersen | .80 | 367-4318 |
| | B Ray Thorsvik | .80 | 367-4318 |
| 14711 | Al Booth | ■ | 365-2082 |
| 14718 | | NP | |
| 14719 | Ivan Nielsen | ■ | 364-0534 |
| | 2100 N 148TH | | |
| 14816 | Tina Elrand | .82 | 365-3631 |
| 14817 | | NP | |
| 14818 | Lowell R Smith | .62 | 362-9054 |
| 14820 | A Eagles | .82 | 367-7832 |
| 14822 | William Shubin Jr | .82 | 367-4246 |
| 14824 | | NP | |
| 14826 | Cesar Ordone | .78 | 367-0563 |
| 14828 | S Robinson Harris | .83 | 364-8114 |
| 14829 | 14832 14833 | NP | |
| 14834 | | NP | |
| 14836 | Shung Suk Shon | ■ | 365-7384 |
| 14838 | Phillip Kramer | - | 364-6031 |
| 14839 | Arlie S Dicknite | | 364-3857 |
| 14840 | | NP | |
| | 2100 N 150TH | | |
| 15000 | George W Croft Jr | .69 | 363-8258 |
| 15005 | Walter J Reber | .77 | 364-3304 |

● N 147TH ST 98133

E From 14700 Wallingford
1100- 2399 TZ 210 #C.B14

| | | | | |
|------------------|----------------------|----|----------|--|
| 1804 | 1811 | NP | | |
| 1812 | Richard V. Todhunter | 74 | 362-1593 | |
| 1817 | K. A. David | 81 | 363-3850 | |
| 1818 | Creighton A. Depew | 66 | 364-5206 | |
| 14700 WAYNE PL N | | | | |
| 2115 | Marlene Gm | 78 | 364-5114 | |
| 2116 | C. J. Mullerberg | 83 | 367-0287 | |
| 2121 | Gregory Dwyer | 81 | 363-9511 | |
| 2122 | Michael E. Brower | 81 | 367-6697 | |
| 2127 | C. Gatchem | 73 | 363-7482 | |
| 2122 | Bruce P. Sutherland | 82 | 364-0678 | |
| 2137 | Brian Beam | 78 | 362-8836 | |
| 2142 | C. E. Anderson | | 363-5487 | |
| 2145 | E. B. Stentner | 74 | 362-2642 | |
| 2150 | Paul Green | 76 | 364-0660 | |
| 2151 | Christie Spielman | 82 | 362-9343 | |
| 2156 | M. J. Robinson | 71 | 362-0134 | |
| 2157 | William T. Stromman | 81 | 362-1501 | |
| | to Ramon Sepulveda | 81 | 363-8285 | |
| 14700 CORLISS N | | | | |
| 2300 | Gerry L. Moore | 83 | 367-8134 | |
| 2303 | Henry A. Peterson | | 362-0138 | |
| 2309 | 2310 | NP | | |

| | | | | |
|------|-----------------------|----|----------|--|
| 1825 | Robert D. Zerkowksi | 77 | 364-7376 | |
| 1826 | R. F. Heuer | 73 | 362-6655 | |
| 2000 | Norman E. Solvik | 74 | 365-9368 | |
| 2003 | Rolv I. Tringstad | 75 | 362-5772 | |
| 2006 | F. B. Nyland | | 364-4738 | |
| 2009 | | NP | | |
| 2012 | Ray Cottel | | 363-8137 | |
| 2017 | B. J. Orstad | 82 | 364-6846 | |
| 2018 | Bill E. Bigelow | 69 | 364-4239 | |
| 2105 | Gilbert Hirzel | 65 | 363-4442 | |
| 2106 | John W. Bidleman | 65 | 364-6696 | |
| | Kathleen Bidleman | | 364-6696 | |
| 2117 | Rodney R. Kumer | 64 | 364-5253 | |
| 2123 | James D. Mitchell | 83 | 364-4744 | |
| 2127 | ★ Jerald K. Bell Arch | | 362-9137 | |
| 2132 | A. C. Schmitt | 73 | 365-2809 | |
| 2135 | | NP | | |
| 2138 | Hugh K. Cedarland | | 362-2904 | |
| 2139 | Sherry K. English | 81 | 365-3653 | |
| 2146 | Paul Fleury | 75 | 365-7189 | |
| 2147 | B. Malmberg | 83 | 367-2171 | |
| 2157 | | NP | | |
| 2305 | B. Bernier | 82 | 364-9571 | |
| | Charles M. Bernier | 66 | 364-6051 | |
| 2311 | Francis R. Crouch | 80 | 362-7811 | |

14350 Howard E Hamblen76 362-2071
 14356 M P Downs 362-7266
 M S Edwards Jr 363-4979
 Tony Fox 363-4979
 367-4455

**2100 N 145TH
 IN KING COUNTY**

14503 14504NP
 14509 L C Tro77 365-2907
 14510 J M Christensen74 364-5925
 14517 14520NP
 14526 Leonard J Hagen79 365-5402
 14527 R Wells79 363-1428
 14529 H E Fuller64 362-5813
 14533NP
 14534 K Guloy 363-1721
 14540 Ireland Scaggs70 363-4922
 14541 Paul B Edelstein 362-1965

2100 N 147TH

14703 Henry L Chiles 362-5751
 14704 Edward L Carter69 363-4224
 14710 N Andersen 367-4318
 B Ray Thorsvik 367-4318
 14711 G L Fredrickson78 365-1217
 Roy J Fredrickson69 365-1217
 14718 R J Craig77 364-7791
 14719 R J Messmer 363-5402

2100 N 148TH

14816 14817NP
 14818 Lowell R Smith62 362-9054
 14822 Bud E E Tharp 364-2811
 14824NP
 14826 Cesar Ordonez78 367-0501
 14828 F Hoke79 364-4352
 14832 E Loyer Nelson78 365-1411
 14833 14834NP
 14836 Scott Hudson 362-3022
 14839 Arlie S Dickrite 364-3057
 14840NP

2100 N 150TH

N 147TH

98133

E From 14700 Wallingford

1100- 2399 TZ 210 SB..F 3

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1804NP
 1811 Edward C Woodcock 362-4594
 1812 Richd V Todhunter74 362-1693
 1817 George C Davis74 363-3950
 1818 Creighton A Depew66 364-5206

14700 WAYNE PL N

2115 Mahesh Gin78 364-5114
 2116 Walt Homing79 363-3381
 2121 K M Sullivan 367-0505
 2122NP

2127 C Gabbert73 363-7482

2132★ Lucilles Bridal Sh 363-4277

Bruno P Suffredini78 363-4277

2137 Brian Beam78 363-8836

2142 C B Anderson 363-5487

2145 E B Saemer74 362-2642

2150 Paul Grahn76 364-0960

2151 Brad Barnard79 364-8932

2156 M J Robinson71 362-0134

2157 Cora Muir79 364-9399

14700 CORLISS N

2300 Toller G Bakke68 363-2866

2303 Henry A Peterson 362-0138

2309NP

| | | | |
|------|---------------------|----|----------|
| 1826 | R F Heuer | 73 | 362-669 |
| 2000 | Norman E Solvik | 74 | 365-9368 |
| 2003 | Rolv I Trigstad | 75 | 362-5772 |
| 2006 | F B Nyland | | 364-4738 |
| 2009 | Sigmund P Berg | | 363-2320 |
| 2012 | Ray Cottet | | 363-8137 |
| 2017 | Rodney D Orstad | 70 | 364-6846 |
| 2018 | Bill E Bigelow | 69 | 364-4239 |
| 2105 | Gilbert Hirzel | 65 | 363-4442 |
| 2106 | John W Bidleman | 65 | 364-6696 |
| | Kathleen Bidleman | | 364-6696 |
| 2117 | Rodney R Kilmer | 64 | 364-5253 |
| 2123 | Dennis K Bennett | 79 | 365-1674 |
| 2127 | ★Jerald K Bell Arch | | 362-9137 |
| 2132 | A C Schmitt | 73 | 365-2809 |
| 2135 | | NP | |
| 2138 | Hugh K Cedarland | | 362-2004 |
| 2139 | Thomas L McMackin | 75 | 362-3505 |
| 2146 | Paul Fleury | 75 | 365-7189 |
| 2147 | Kim D Eggert | 79 | 365-3668 |
| 2157 | J S Recabarren | 78 | 365-2310 |
| 2305 | Charles M Bertiaux | 66 | 364-6051 |
| 2311 | Francis R Crouch | 64 | 362-7611 |
| 2317 | Kurt Browarzick | 64 | 363-9688 |

| | | | |
|-------|-------------------|----|---------|
| 14356 | ROBERT R HARVEY | 9 | 3645154 |
| | RONALD R HARVEY | | 3653674 |
| .. | 2100 N 145TH | .. | |
| .. | IN KING COUNTY | .. | |
| 14503 | JOHN W STEVENSON | 9 | 3646354 |
| 14504 | | NP | |
| 14509 | | NP | |
| 14510 | | NP | |
| 14517 | DAVID J MAPLE | | 3670518 |
| 14520 | JACK F LANGELOH | | 3635371 |
| 14526 | | NP | |
| 14527 | MARGARET LINN | 2 | 3651899 |
| 14529 | H E FULLER | 4 | 3625915 |
| 14533 | | NP | |
| 14534 | N J ENOS | 9 | 3627506 |
| 14540 | IRELAND SCAGGS | 0 | 3634862 |
| 14541 | PAUL B EDELSTEIN | | 3621685 |
| .. | 2100 N 147TH | .. | |
| 14703 | HENRY L CHILES | | 3625753 |
| 14704 | EDWARD L CARTER | 9 | 3634024 |
| 14710 | | NP | |
| 14711 | ROY J FREDRICKSON | 9 | 3651217 |
| 14718 | MICHAEL G AUST | 2 | 3647761 |
| | R J AUST | 2 | 3647761 |
| 14719 | R J MESSMER | | 3639481 |
| .. | 2100 N 148TH | .. | |
| 14817 | | NP | |
| 14818 | LOWELL R SMITH | | 3629054 |
| 14822 | BUD E E THARP | | 3642810 |
| 14824 | PAUL L SCHWADA | 1 | 3659137 |
| 14826 | B M WEDELL | 5 | 3647699 |
| 14828 | | NP | |
| 14832 | JOHN E NELSON | 9 | 3651613 |
| 14833 | H G HADLEY | | 3645526 |
| 14834 | K M STUART | 8 | 3650537 |
| 14836 | MRS A STRASBURGER | | 3632929 |
| 14839 | ARLIE S DICKNITE | | 3643857 |
| 14840 | | NP | |
| .. | 2100 N 150TH | .. | |
| 15000 | GEORGE W CROFT JR | 9 | 3638258 |
| 15005 | DALE THON | | 3642759 |
| 15010 | JANICE BARDO | | 3659127 |

1817 L M PURCELL 1 3657306
 1818 CREIGHTON A DEPEW 6 3645206
 .. 14700 WAYNE PL N ..
 2115 NP
 2116 EDWIN S HANSON -3630984
 2121 JAMES LEE PFISTER 2 3657649
 2122 PIP MEYERSON -3644203
 2127 C GABBERT 3637482
 2132* LUCILLES BRIDL SLS 3640578
 BRUNO P SUFFREDINI 3640578
 *L SUFFREDINI GRIDL 3640578
 2137 DALE R SIPPLE 1 3649796
 2142 C B ANDERSON 3635487
 2145 J J STANTORF 0 3622642
 2150 E FALKENBERG 3625592
 2151 RICHARD A EVENSON 4 3630793
 2156 M J ROBINSON 1 3620134
 2157 SHELDON M BROWN 2 3631443
 .. 14700 CORLISS N ..
 2300 TOLLEF G BAKKE 8 3632866
 2303 HENRY A PETERSON 3620138
 2309 R CHRISTENSON 3626277
 2310 WILLIAM A MADISON 7 3634184

1825 RUTH A SOMMER 3645555
 1826 M C BARBAS 1 3626655
 R F HEUER 3626655
 2000 ARTHUR R CHAFFEE 3641208
 2003 ANTON P SCHMIDT 3634523
 2006 F B NYLAND 3644738
 2009* B&B LANDSCAPING 3624433
 SIGMUND P BUD BERG 3632320
 2012 RAY COTTET 3638137
 2017 RODNEY D ORSTAD 0 3646846
 2018 BILL E BIGELOW 9 3644239
 2105 GILBERT HIRZEL 5 3634442
 2106 JOHN W BIDLEMAN 5 3646696
 KATHLEEN BIDLEMAN 3646696
 2117 RODNEY R KILMER 4 3645253
 2123 LARRY PARKER 2 3651119
 2127 JERALD K BELL 9 3629137
 2132 A C SCHMITT 3652809
 2135 FLORENCE M HORNIG 5 3626947
 2138 HUGH K CEDARLAND 3622004
 2139 DONALD J ETZLER 2 3658336
 2146 CHARLENE RUSSO 5 3644769
 2147 STEVEN HILLESLAND -3659339
 2305 CHARLES M BERTIAUX 6 3646051
 2311 NP

14350 HOWARD E HAMBLER EM27295
 14356 GEORGE H YOUNG DEM51123
 14503 JOHN W STEVENSON 9 EM46354
 14504 NP
 14509 STANLEY G WILLIAMS-EM53097
 JAMES MAROLDO DEM53097
 FRED A LUKE -EM53097
 14517 HOWARD L MODIE 8 EM50690
 14520 JACK F LANGELOH EM35371
 14526 RICHARD F CARR 9 EM37305
 14527 JOHN P LITTLE -EM48349
 14529 H E FULLER 4 EM25915
 14533 VINCENT CHAVEZ 5 EM48996
 14534 N J ENOS 9 EM27506
 14540 IRELAND SCAGGS DEM34862
 14541 PAUL B EDELSTEIN EM21685
 14703 HENRY L CHILES EM25753
 14704 AMBER LEE CARTER 9 EM32713
 EDWARD L CARTER 9 EM34024
 14710 ROYAL W SUMMERS EM33153
 14711 ROY J FREDRICKSON 9 EM51217
 14718 BRUCE A PICKERING -EM28943
 14719 R J MESSMER EM39481
 14817 MICHAEL G HANFORD DEM45092
 14818 LOWELL R SMITH 2 EM29054
 14822 BUD E E THARP EM42810
 14824 WALTER D JONES EM47819
 14826 EDWIN C WEDELL 5 EM47699
 14828 W T HADLEY 8 EM45526
 14832 JOHN E NELSON 9 EM51613
 14833 DOUGLAS MCLEAN EM21158
 14834 K M STUART 8 EM50537
 14836 MRS A STRASBURGER EM32929
 14839 ARLIE S DICKNITE EM43857
 14840 NP
 15000 GEORGE H COFFEE

1811 EDWARD C WOODCOCK EM24594
 1812 RICHARD N TODHUNTER EM21693
 1818 CREIGHTON A DEPEW 6 EM45206
 ** 14700 WAYNE PL N **
 2115 D A DRUMHELLER DEM54654
 2116 MRS E W McDONALD DEM42070
 2121 LOIS K MAYNARD EM28296
 MARY W MAYNARD 3 EM28296
 2122 BILL STRAHL -EM52047
 2127 CARRIE BLUMLO 3 EM36039
 2132 *LUCILLES BRIDL SLS DEM40578
 BRUNO P SUFFREDINI EM40578
 *L E SUFFREDINI DEM40578
 2142 C B ANDERSON EM35487
 2145 J J STANTORF DEM55855
 2150 E FALKENBERG EM25592
 2151 RICHARD A EVENSON 4 EM30793
 2156 REV TED R ROBINSON 4 EM20134
 ** 14700 CORLISS N **
 2300 TOLLEF G BAKKE 8 EM32866
 2303 HENRY A PETERSON EM20138
 2309 R CHRISTENSON EM26277
 2310 WILLIAM A MADISON 7 EM34184

| | | |
|------|--------------------|------------------|
| 1825 | PAUL T DUPELL | EM26655 |
| 1826 | CHRIS BARBAS | EM41208 |
| 2000 | ARTHUR R CHAFFEE | EM34523 |
| 2003 | ANTON P SCHMIDT | 2 EM44738 |
| 2006 | F B NYLAND | EM24433 |
| 2009 | BEB LANDSCAPING | EM32320 |
| | SIGMUND P BERG | EM38137 |
| 2012 | RAY COTTET | DEM46846 |
| 2017 | RODNEY D ORSTAD | 9 EM44239 |
| 2018 | BILL E BIGELOW | 5 EM34442 |
| 2105 | GILBERT HIRZEL | 5 EM46696 |
| 2106 | JOHN W BIDLEMAN | EM46696 |
| | KATHLEEN BIDLEMAN | 4 EM45253 |
| 2117 | RODNEY R KILMER | 9 EM29137 |
| 2127 | JERALD K BELL | EM33525 |
| 2132 | GEORGE H WARRICK | EM26947 |
| 2135 | FLORENCE M HORNIGS | DEM22004 |
| 2138 | MARY CEDARLAND | HUGH K CEDARLAND |
| | HUGH K CEDARLAND | EM22004 |
| 2139 | WALTER R LAMPHERE | EM33953 |
| 2146 | CHARLENE RUSSO | 5 EM44769 |
| 2147 | KEITH E WALLIS SR | DEM43189 |
| 2305 | CHARLES M BERTIAUX | 6 EM46051 |
| 2311 | GUS A MILLER | 2 EM24583 |
| 2317 | KURT BROWARZICK | 4 EM39688 |

| | | |
|-------|-------------------|----------|
| 14350 | HAMBLEN H E | EM2-220 |
| 14356 | STRONG O A | EM2-7295 |
| 14503 | HINTON C W | EM2-2948 |
| 14504 | SCOTT J A | EM3-0205 |
| 14510 | LENAHAN JOHN P | EM3-7755 |
| 14517 | HUFF ALBERT K | EM2-1706 |
| 14520 | LANGELON JACK F | EM4-3888 |
| 14526 | LESHER FLORENCE J | EM3-5371 |
| 14527 | CONDON JAMES | EM4-4622 |
| 14529 | FULLER H E | EM2-0694 |
| 14533 | CHAVEZ VINCENT | EM2-5915 |
| 14534 | TITTLE D G | EM4-8996 |
| 14540 | SCAGGS I | EM2-5291 |
| 14541 | EDELSTEIN PAUL B | EM2-1325 |
| 14703 | CHILES HENRY L | EM2-1685 |
| 14704 | GORDON DAVID M | EM2-5753 |
| 14710 | SUMMERS ROYAL W | EM4-0517 |
| 14711 | HUNTER EARL C | EM3-3153 |
| 14718 | TRICE J H JR | EM3-2149 |
| 14719 | MESSMER R J | EM2-8163 |
| | | EM3-9481 |

N 147 ST

| | | |
|------|---------------------|----------|
| 1804 | FUREY B C | EM4-7376 |
| 1811 | WOODCOCK EDWARD C | EM2-4594 |
| 1812 | TODHUNTER RICHARD V | EM2-1693 |
| 1818 | ERICKSON M LUTHER | EM3-9465 |
| 2115 | MCMILLAN ROBERT | EM4-2765 |
| 2121 | MAYNARD MARY W | EM2-8296 |
| 2122 | BARTALAMAY DONALD F | EM4-3697 |
| 2127 | BLUMLO CARRIE | EM3-6039 |
| 2132 | SUFFREDINI BRUNO P | EM4-0578 |
| 2137 | SAWINA E A | EM2-1273 |
| 2142 | ANDERSON C B | EM3-5487 |
| 2145 | STANTORF C L | EM2-2642 |
| 2150 | FALKENBERG E | EM2-5592 |
| 2151 | EVENSON RICHARD A | EM3-0793 |
| 2156 | ROBINSON TED R | EM2-0134 |
| 2157 | ERICKSON WILBUR E | EM4-4296 |
| 2300 | BAKKE TOLLEF G | EM3-2866 |
| 2303 | PETERSON HENRY A | EM2-0138 |
| 2309 | CHRISTENSON R | EM2-6277 |

| | | |
|------|-----------------------|----------|
| 2000 | CHAFFEE ARTHUR R | EM4-1208 |
| 2000 | CHAFFEE LINDA C | EM4-8247 |
| 2003 | SCHMIDT ANTON P | EM3-4523 |
| 2006 | NYLAND F B | EM4-4738 |
| 2009 | B & B LANDSCAPING INC | EM2-4433 |
| 2009 | BERG SIGMUND P BUD | EM3-2320 |
| 2012 | COTTET RAY | EM3-8137 |
| 2017 | SCHAEFFER C R | EM3-3863 |
| 2018 | GORMAN NITA L | EM2-6446 |
| 2105 | HIRZEL GILBERT | EM3-4442 |
| 2106 | BIDLEMAN JOHN W | EM4-6696 |
| 2116 | WOHLLEBEN GEORGE H | EM4-3214 |
| 2117 | KILMER RODNEY R | EM4-5253 |
| 2132 | WARRICK G H | EM3-3525 |
| 2135 | HORNIG FLORENCE M | EM2-6947 |
| 2138 | CEDARLAND H K | EM2-2004 |
| 2139 | LAMPHERE WALTER R | EM3-3953 |
| 2146 | RUSSO CHARLENE | EM4-4769 |
| 2305 | BERTIAUX CHARLES M | EM4-6051 |
| 2311 | MILLER GUS A | EM2-4583 |

14344 OSTIALE ROBERT O EM4-2154
 14347 LARSON EDGAR O EM2-2920
 14350 HAMBLIN H E EM2-7295
 14356 STRONG G A EM2-2948

N 145 ST

14503 HINTON C W EM3-0205
 14504 SCOTT J A EM3-7755
 14509 LENAHA J P EM2-1706
 14510 DAVIS W C D EM3-7873
 14517 GEORGEN G EM3-7725
 14520 LANGELOH JACK F EM3-5371
 14526 LESHER ROYAL B EM3-7291
 14527 CONDON JAMES EM2-0694
 14527 CONDON BETTY LOU EM2-0694
 14529 EAGER PAUL EM2-5915
 14533 BUNKER JOHN J EM2-7725
 14534 TITTLE D G EM2-5291
 14540 SCAGGS I EM2-1325
 14541 EDELSTEIN PAUL B EM2-1685
 14703 CHILES HENRY L EM2-5753
 14704 KLINKENBERG NANCY EM3-3319
 14710 SUMMERS ROYAL W EM3-3153
 14711 HUNTER EARL C FM3-2149
 14718 WOLD HARLAN R EM2-7378
 14719 MESSMER R J EM3-9481
 14810 PATTERMANN FRANK G EM4-0349
 14816 HARRINGTON GORDON L EM3-7476
 14817 WYER EARL EM2-0650
 14826 SANDS FRANK EM3-0319
 14829 SCHRAMM BRUCE M EM4-0713
 14833 KING SHIRLEY E EM2-1158
 14836 STRASBURGER R S EM3-2929
 14839 DICKNITE ARLIE S EM4-3857
 15000 CHRISTENSEN C D EM3-8258
 15019 JORVE MERTON EM2-0414

N 147TH ST

1804 STAPLES JOE L EM2-9136
 1811 WOODCOCK EDWARD C EM2-4594
 1812 TODHUNTER RICHARD V EM2-1693
 1817 HULL ROY M EM3-7404
 1818 NEUMANN JOHN J EM4-4576

MRIDIAN

2115 LEICESTER C G EM2-1790
 2116 PATTEE LUTHER A EM2-9336
 2121 CHRISTIAN L N EM2-5462
 2122 PARADIE STANLEY M EM3-8307
 2127 MERCHANT ROBERT W EM2-0976
 2127 MERCHANT CLAIRE L EM2-0976
 2132 WARRICK H H EM3-5861
 2137 SAWINA E A EM2-1273
 2142 ANDERSON C B EM3-5487
 2145 STANTORF C L EM2-2642
 2150 FALKENBERG E EM2-5592
 2151 BARBER KATHRYN EM3-6561
 2156 POWER L A EM4-2249
 2157 SLEDGE W D EM3-8649

| | | |
|------|----------------------|----------|
| 1819 | WRIGHT CHARLES H | EM3-6188 |
| 1820 | DENNEY FRED B | EM2-8645 |
| 1825 | FILIPPELLI RICHARD A | EM3-3323 |
| 1826 | BARBAS CHRIS | EM2-6655 |
| 2000 | CHAFFEE ARTHUR R | EM2-0532 |
| 2003 | SCHMIDT ANTON P | EM3-4747 |
| 2006 | NYLAND F B | EM4-4738 |

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|------|------------------------------------|----------|
| 2009 | BUDS GARDENING & LANDSCAPING CO | EM2-4433 |
| 2009 | BERG SIGMUND P BUD | EM3-2320 |
| 2012 | COTTET RAY | EM3-8137 |
| 2017 | SCHAEFFER C R | EM3-3863 |
| 2018 | CORSON K P | EM4-4747 |

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|------|--------------------|----------|
| | MRIDIAN | |
| 2105 | FIDDLER J C | EM2-4228 |
| 2106 | TAYLOR AJAX A R | EM2-1622 |
| 2117 | BUETTNER EUGENE F | EM3-8145 |
| 2123 | VAN NORTWICK RALPH | EM3-7694 |
| 2127 | ADAMS FRED M | EM3-1744 |
| 2132 | WARRICK G H | EM3-3525 |
| 2135 | HIGLEY DONN F | EM3-5714 |
| 2138 | CEDARLAND H K | EM2-2004 |
| 2139 | LAMPHERE WALTER R | EM3-3953 |
| 2146 | CRIST CHARLENE | EM4-4769 |
| 2147 | BOYD T J | EM3-4836 |
| 2157 | PICKUP L I | EM2-5528 |
| 2157 | PHIPPS BILLIE | EM2-5528 |
| 2305 | WORTHEN M E | EM2-4274 |

14350 Meridian Hamblen Howard E. EM-295
 14356 Meridian Strong Garland A r. EM-2948

N 145th ST

14503 Meridian Hinton Chas W r. GL-0205
 14504 Meridian Scott Jack A. GL-7755
 14509 Meridian Lenahan John P. EM-1706
 14510 Meridian Davis W C Dick. GL-7873
 14517 Meridian Baumann George A. GL-0018
 14520 Meridian Roberson A J. GL-6256
 14526 Meridian Leshner Royal B. EM-3608
 14527 Meridian Gurney Robert E Jr r. EM-1118
 14529 Meridian Costa John J. EM-8542
 14534 Meridian Tittle D G r. EM-5291
 14540 Meridian Scaggs Ireland r. EM-1325
 14704 Meridian Non-Pub
 14710 Meridian Sparks Charles W r. EM-0674
 14718 Meridian Bjorklund Dick r. EM-1285
 14810 Meridian Paine A E r. GL-1381
 14816 Meridian Svehla Paul. EM-0564
 14817 Meridian Non-Pub
 14826 Meridian Willcocks W J. GL-5170
 14829 Meridian Herman F A r. EM-0517
 14833 Meridian King Charles Richard. GL-8330
 14836 Meridian Strasburger R S r. GL-2929

N 147th ST**MERIDIAN AV**

2115 N 147th Fordyce Jean L. GL-3302
 2116 N 147th DeMers Phil r. EM-2831
 2121 N 147th Christian Larry N r. GL-6187
 2122 N 147th Durler Ernest A. GL-7605
 2127 N 147th Knight Fred. GL-9348
 2132 N 147th Warrick H H Jr. GL-5861
 2137 N 147th Sawina Edward A. EM-1273
 2142 N 147th Anderson Clarence B. GL-5487
 2145 N 147th Stantorf C L. EM-2642
 2150 N 147th Falkenberg C r. EM-5592
 2151 N 147th Boden John A Jr r. EM-7544
 2156 N 147th Harder Ole G r. EM-3197
 2157 N 147th Sledge William D. GL-8649
 2217 N 147th Marker P C. EM-2908
 2221 N 147th Non-Pub
 2300 N 147th Briggs Wm Preston. EM-7003
 2303 N 147th Peterson Henry r. EM-0138
 2309 N 147th Christenson Raymond r. EM-6277
 2310 N 147th Thordarson Jon H r. GL-3090

761 N 148th Johansen Bert M r.....EM-1625

MERIDIAN AV

2105 N 148th Fiddler Jack C r.....EM-4228

2106 N 148th Larson John W r.....GL-0365

2116 N 148th Higgins Carl E.....GL-8701

2123 N 148th Anderson E G Jr Maj.....GL-3145

2126 N 148th.....Non-Pub

2127 N 148th Albrecht J A r.....EM-9535

2132 N 148th Warrick George H r.....GL-3525

2135 N 148th Prueitt Melvin J.....EM-3390

2138 N 148th Cedarland Hugh K r.....EM-2004

2139 N 148th Lamphere W R.....GL-3953

2146 N 148th Burdick John.....GL-0411

2147 N 148th Boyd T J.....GL-4836

2157 N 148th McIntyre Francis L r.....EM-5229

2305 N 148th Worthen Mack E r.....EM-4274

2311 N 148th Eiseman W E r.....GL-3721

2317 N 148th Fitzpatrick Dorothy.....GL-4086

2318 N 148th Thorlakson Kryl S r.....EM-1784

N 143rd ST

14323 Meridian Erickson Wm Capt r.....EM-3256

14337 Meridian.....Non-Pub

N 145th ST

14503 Meridian Hanson Marvin P r.....EM-5705

14529 Meridian Ruhl Jos L r.....EM-8542

14534 Meridian Tittle D G r.....EM-9723

14540 Meridian Scaggs Ireland r.....EM-1325

14704 Meridian Belden Geo r.....EM-5704

14710 Meridian Tupper Walter B r.....EM-4298

14718 Meridian Bjorklund Dick r.....EM-1285

14810 Meridian Schip Ralph r.....EM-0740

14816 Meridian Hepburn W A r.....EM-7706

14817 Meridian Harris David r.....EM-7676

14826 Meridian Lelo Chas R r.....EM-5027

14829 Meridian Herman F A r.....EM-0517

14839 Meridian Roberts R D r.....EM-9214

14840 Meridian Davison Edw H r.....EM-9615

N 152nd ST

15222 Meridian Koppen Elmer E r.....EM-6232

N 147th ST**MERIDIAN AV**

2127 N 147th Straub H F r.....EM-6940
 2132 N 147th Warrick Herbert H Jr r...EM-8222
 2137 N 147th Coleman Wm H r.....EM-5096
 2142 N 147th Michael Guy Miles r.....EM-8385
 2150 N 147th Falkenberg C r.....EM-5592
 2151 N 147th Boden John A Jr r.....EM-7544
 2156 N 147th Harder Ole G r.....EM-3197
 2203 N 147th Peterson Henry r.....EM-0138
 2209 N 147th Christenson Raymond r....EM-6277
 2217 N 147th Crain Douglas r.....EM-3037
 2221 N 147th Karacas Ormond r.....EM-3498
 2310 N 147th Herriges Phil L r.....EM-3781
 2316 N 147th Erickson Welton r.....EM-0918
 2327 N 147th Perryman J Warren r.....EM-3575
 2332 N 147th Watts Geo B r.....EM-7439
 2337 N 147th Watts Geo B r.....EM-7404

747 N 148th Comstock R G r.....EM-1625
 761 N 148th Johansen Bert M r.....EM-1625
 901 N 148th Kaighin Chas T r.....EM-2226

MERIDIAN AV

2105 N 148th Fiddler Jack C r.....EM-4228
 2106 N 148th Beard Rodney E r.....EM-7417
 2116 N 148th Hopper M L r.....EM-9556
 2117 N 148th Bart Robt E r.....EM-2757
 2126 N 148th Linn Gordon D r.....EM-0267
 2132 N 148th Kruger Ronald r.....EM-2003
 2135 N 148th Davis Thos R r.....EM-7345
 2138 N 148th Blacknall J R r.....EM-4717
 2147 N 148th Merrithew Robt P r.....EM-0896
 2157 N 148th Moore Chas V r.....EM-1878

| | | | |
|-------|----------|-----------------------|---------|
| 14023 | Meridian | Olds Leo E r | SH-5514 |
| 14029 | Meridian | Stewart Tom C r | SH-5745 |
| 14044 | Meridian | Paetzke A H r | SH-8967 |
| 14054 | Meridian | Bradberry Bob r | SH-7946 |
| 14529 | Meridian | Ruhl Jos L r | SH-8542 |
| 14727 | Meridian | | Non-Pub |
| 15222 | Meridian | Koppen Elmer E r | SH-6232 |
| 15225 | Meridian | Ault Nelson A r | SH-3920 |
| 15225 | Meridian | Gillam Jos r | SH-3920 |
| 15513 | Meridian | Masharoup Harold E | SH-3366 |
| 15513 | Meridian | Olympic Window Clnrs | SH-3366 |
| 15524 | Meridian | Mitchell Cora A Mrs r | SH-6915 |
| 15539 | Meridian | Kirkendall Norman G r | SH-8939 |
| 16550 | Meridian | Thompson Wm H r | SH-7104 |
| 16554 | Meridian | Whitman E L r | SH-7324 |
| 17002 | Meridian | Fuller H R | SH-8446 |
| 18704 | Meridian | Barton C M r | SH-7132 |

STREET NOT LISTED

1946

SOURCE: PACIFIC BELL TELEPHONE

N 148TH ST

NO LISTINGS IN RANGE

1942

SOURCE: PACIFIC BELL TELEPHONE

MERIDIAN AVE N

| | | | |
|-------|----------|------------------------|---------|
| 13534 | Meridian | Sloan W J r..... | SH-3484 |
| 13539 | Meridian | Howard Helen r..... | SH-3484 |
| 13708 | Meridian | Lang Chas Mrs r..... | SH-5936 |
| 14054 | Meridian | Larsen William J r.... | SH-5378 |
| 14727 | Meridian | Alles Theo r..... | SH-8304 |
| 15222 | Meridian | Acme Better Brooms.... | SH-5046 |
| 15222 | Meridian | Hanset J E..... | SH-5046 |
| 15225 | Meridian | Gillam Jos r..... | SH-3920 |
| 15513 | Meridian | Masharoup Harold E.... | SH-3366 |

STREET NOT LISTED

NO LISTINGS IN RANGE

NO LISTINGS IN RANGE

STREET NOT LISTED

STREET NOT LISTED

NO LISTINGS IN RANGE

STREET NOT LISTED

STREET NOT LISTED

APPENDIX D

ARCHIVED TAX RECORDS

KING COUNTY
RESIDENTIAL PROPERTY RECORD

099 SHEET

17 OF 17

MAJOR 777130 MINOR 0055 2 FOLIO 6316 A

3 Addition
SHORELINE HEIGHTS ADD

4 Quar 3 Sec 17 Twn 26 Rge 04 Block 002 Lot 001

Situs 5 Area 002 Sub Area F 6 Zip 98 133

7 Address
2105N 148 ST

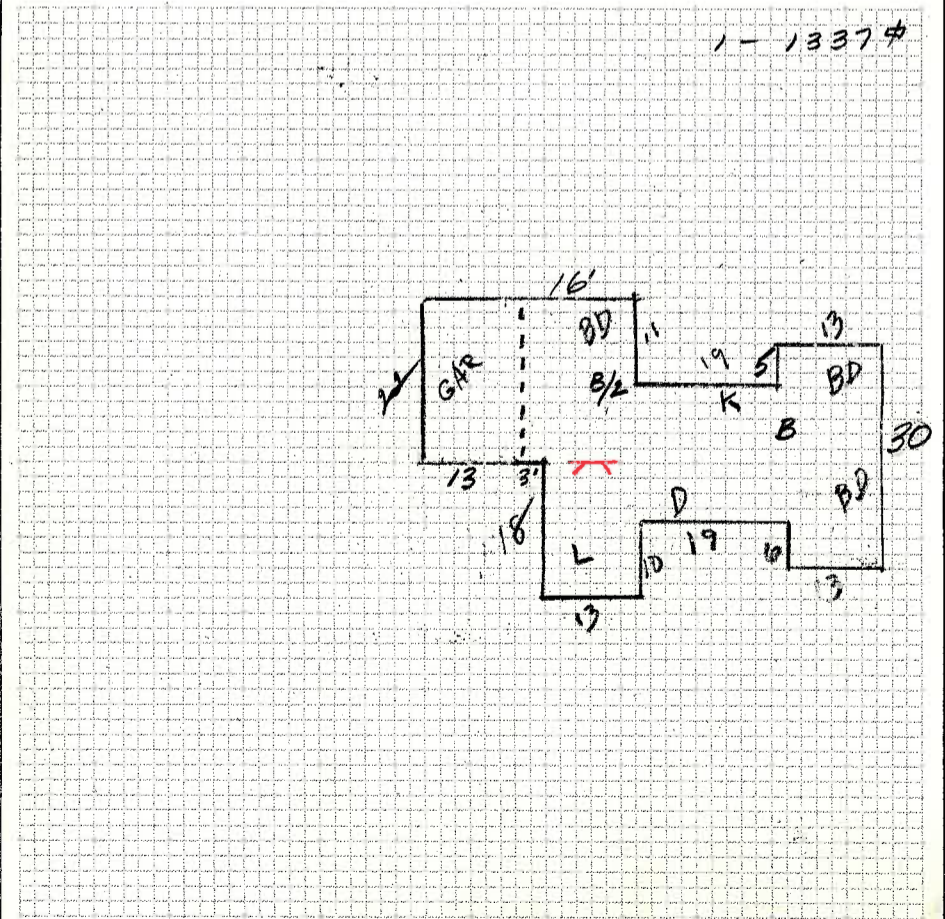
8 Description
see legal

9 LAND
10 REMA
Code



10A PERMIT INFORMATION
No. 88130 Date Issued 5-4-48 P.V.
Date Const. Started 1948 Date Completed 1948
Date Occupied 1948
Remodeled

11 PLAT OF BUILDING Scale 1 CM = 10'



| LAND | | | | | | | | | |
|------|------------------------------|-----|----|-----|----|---|----|----|----|
| 100 | Zone Actual | | | | | | | | |
| 101 | Zone Conformity | 1N | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | | 6 | 8 |
| 105 | Lot Depth | | | | | | | 1 | 2 |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | % | 1 |
| 108 | Lot Depth (useable) | | | | | | | % | 1 |
| 110 | Lot Wd. (standard) | | | | | | | | 6 |
| 111 | Lot Depth (standard) | | | | | | | | 1 |
| 113 | Unit Value | | | | | | | 4 | 8 |
| 114 | Representative Site | 1SS | | | | | | 3G | |
| 115 | Irregular | X | | 2Y | | | | | |
| 116 | Corner | 1N | | | | | | | |
| 117 | Grade | 1 | LW | | Ev | 3 | HG | | |
| 118 | Slope | X | LV | 2 | SU | 3 | SD | 4 | BK |
| 119 | Street Access | 1SS | | | | | | 3G | |
| 120 | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1N | | 2P | | | | 3Y | |
| 122 | Tide Land | X | | 2Y | | | | | |
| 123 | Alley | X | | 2Y | | | | | |
| 124 | Cul De Sac | X | | 2Y | | | | | |
| 125 | Thru Street | 1N | | | | | | | |
| 126 | Street Front | 1N | | | | | | | |
| 127 | Curbs & Gutters | X | | 2P | | | | 3Y | |
| 128 | Sidewalks | X | | 2P | | | | 3Y | |
| 129 | Street Surface | 1 | C | X | BT | 3 | 0 | 4 | GR |
| 130 | Street Condition | 1SS | | | | | | 3G | |
| 131 | Street Traffic | 1H | | 2N | | | | | |
| 132 | Street Lights | 1N | | 2SS | | | | 4G | |
| 133 | Water | X | WD | 2 | PR | 3 | B | | |
| 134 | Water System | X | AD | 2 | IA | | | | |
| 135 | Sanitary Sewers | 1N | | | | | | | |
| 136 | Storm Sewers | 1N | | | | | | | |
| 137 | Underground Utilities | 1N | | 2P | | | | 3Y | |

| VIEW | | | | | | | | | |
|------|--------------------|-----|--|----|--|--|--|----|----|
| 140 | View Lot | X | | 2Y | | | | | |
| 141 | View Olympic Range | 1SS | | 2S | | | | 3G | 4E |
| 142 | View Cascade Range | 1SS | | 2S | | | | 3G | 4E |
| 143 | View Mt. Rainier | 1SS | | 2S | | | | 3G | 4E |
| 144 | View Pug. Sound | 1SS | | 2S | | | | 3G | 4E |
| 145 | View Lake | 1SS | | 2S | | | | 3G | 4E |
| 146 | View River | 1SS | | 2S | | | | 3G | 4E |
| 147 | View City | 1SS | | 2S | | | | 3G | 4E |
| 148 | Territorial View | 1SS | | 2S | | | | 3G | 4E |
| 149 | View Utilization | 1SS | | 2S | | | | 3G | 4E |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | |
|---------------------------------|-------------------------------------|-----|--|----|--|--|--|----|-------|
| 151 | Predominate Use | X | | 2M | | | | 3O | |
| 152 | Arch. Attractiveness | 1SS | | | | | | 3G | |
| 153 | Landscaping | 1SS | | | | | | 3G | |
| 154 | Unit Balance | 1SS | | | | | | 3G | |
| 155 | Esmts. & Restr. | 1SS | | | | | | 3G | |
| 156 | External Nuisances | 1SS | | | | | | 3G | |
| 157 | Conf. Gen. Neigh. | 1SS | | | | | | 3G | |
| 158 | Conf. Immed. Neigh. | 1SS | | | | | | 3G | |
| 159 | Prox. to Trans. | 1SS | | | | | | 3G | |
| 160 | Prox. to Soc. Service | 1SS | | | | | | 3G | |
| 161 | Prox. to Public Service | 1SS | | | | | | 3G | |
| 162 | Trend | 1SS | | | | | | 3G | |
| 163 | Planning | 1SS | | | | | | 3G | |
| 164 | Market Demand | 1SS | | | | | | 3G | |
| 165 | Land Use Code | | | | | | | | |
| 166 | Base Lot Value | | | | | | | \$ | 5 000 |
| 167 | Permanent Rev. Needed | | | | | | | | 0 |
| 168 | Obsolescence (Refers to land value) | | | | | | | | |

| STAFF | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|-------|--|
| 170 | Land Data Date | | | | | | | 11/21 | |
| 171 | Appraiser No. | | | | | | | 19056 | |
| 172 | Reviewer No. | | | | | | | | |
| 185 | Date | | | | | | | Sale | |

0055

10/90

8 Descri

UNDERWATER TIDELANDS

10 REMARKS

Code



P.S.
3-20-57
F-6316A

Shoreline Hts.
17-26-4 B-2 L-1
2105 N. 148th St

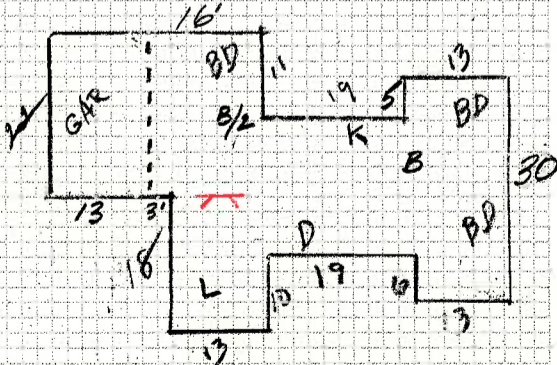
| 10A | PERMIT INFORMATION |
|-----|--------------------|
|-----|--------------------|

No. 88130 Date Issued 5-4-48 P.V. _____
Date Const. Started 1948 Date Completed 1948
Date Occupied 1948
Remodeled _____

11 PLAT OF BUILDING

Scale 1 CM = 10'

1-1337中



099 SHEET

OF

LAND

| | | | | | | | | | |
|-----|------------------------------|-----------------|----|-----------------|-----|----------------|----|----------------|----|
| 100 | Zone Actual | | / | | | | | | |
| 101 | Zone Conformity | 1 ^N | | X | | | | | |
| 102 | Hgt. & Best Use | 1 ^N | | 2 ^X | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | | 68 | |
| 105 | Lot Depth | | | | | | 12 | 0 | |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | % | 1 | 0 | 0 |
| 108 | Lot Depth (useable) | | | | | % | 1 | 0 | 0 |
| 110 | Lot Wd. (standard) | | | | | | | 60 | |
| 111 | Lot Depth (standard) | | | | | | 13 | 5 | |
| 113 | Unit Value | | | | | | 48 | 0 | 0 |
| 114 | Representative Site | 1 ^{SS} | | X | | 3 ^G | | | |
| 115 | Irregular | X | | 2 ^Y | | | | | |
| 116 | Corner | 1 ^N | | X | | | | | |
| 117 | Grade | 1 | LW | X | | Ev | 3 | HG | |
| 118 | Slope | X | LV | 2 | S/U | 3 | SD | 4 | BK |
| 119 | Street Access | 1 ^{SS} | | X | | 3 ^G | | | |
| 120 | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1 ^N | | 2 ^P | | 3 ^Y | | | |
| 122 | Tide Land | X | | 2 ^Y | | | | | |
| 123 | Alley | X | | 2 ^Y | | | | | |
| 124 | Cul De Sac | X | | 2 ^Y | | | | | |
| 125 | Thru Street | 1 ^N | | X | | | | | |
| 126 | Street Front | 1 ^N | | X | | | | | |
| 127 | Curbs & Gutters | X | | 2 ^P | | 3 ^Y | | | |
| 128 | Sidewalks | X | | 2 ^P | | 3 ^Y | | | |
| 129 | Street Surface | 1 | C | X | BT | 3 | 0 | 4 | GR |
| 130 | Street Condition | 1 ^{SS} | | X | | 3 ^G | | | |
| 131 | Street Traffic | 1 ^H | | 2 ^N | | 3 ^L | | | |
| 132 | Street Lights | 1 ^N | | 2 ^{SS} | | 3 ^X | | 4 ^G | |
| 133 | Water | X | WD | 2 | PR | 3 | B | | |
| 134 | Water System | X | AD | 2 | IA | | | | |
| 135 | Sanitary Sewers | 1 ^N | | X | | | | | |
| 136 | Storm Sewers | 1 ^N | | X | | | | | |
| 137 | Underground Utilities | X | | 2 ^P | | 3 ^Y | | | |

VIEW

| | | | | | | |
|-----|--------------------|----------------|----|----|----|--|
| 140 | View Lot | 1 X | 2Y | | | |
| 141 | View Olympic Range | 1SS | 2S | 3G | 4E | |
| 142 | View Cascade Range | 1SS | 2S | 3G | 4E | |
| 143 | View Mt. Rainier | 1SS | 2S | 3G | 4E | |
| 144 | View Pug. Sound | 1SS | 2S | 3G | 4E | |
| 145 | View Lake | 1SS | 2S | 3G | 4E | |
| 146 | View River | 1SS | 2S | 3G | 4E | |
| 147 | View City | 1SS | 2S | 3G | 4E | |
| 148 | Territorial View | 1SS | 2S | 3G | 4E | |
| 149 | View Utilization | 1SS | 2S | 3G | 4E | |

NEIGHBORHOOD AND TOTAL PROPERTY

| | | | | | | | | |
|-----|-------------------------------------|----|----|----|---|---|---|---|
| 151 | Predominate Use | SS | M | 30 | | | | |
| 152 | Arch. Attractiveness | SS | X | 3G | | | | |
| 153 | Landscaping | SS | X | 3G | | | | |
| 154 | Unit Balance | SS | X | 3G | | | | |
| 155 | Esmts. & Restrs. | SS | X | 3G | | | | |
| 156 | External Nuisances | SS | X | 3G | | | | |
| 157 | Conf. Gen. Neigh. | SS | X | 3G | | | | |
| 158 | Conf. Immed. Neigh. | SS | X | 3G | | | | |
| 159 | Prox. to Trans. | SS | X | 3G | | | | |
| 160 | Prox. to Soc. Service | SS | X | 3G | | | | |
| 161 | Prox. to Public Service | SS | X | 3G | | | | |
| 162 | Trend | SS | X | 3G | | | | |
| 163 | Planning | SS | X | 3G | | | | |
| 164 | Market Demand | SS | X | 3G | | | | |
| 165 | Land Use Code | | | | | | | |
| 166 | Base Lot Value | | \$ | 5 | 0 | 0 | 0 | |
| 167 | Permanent Rev. Needed | | | | | | | 4 |
| 168 | Obsolescence (Refers to land value) | | | | | | | |

STAFF

[illegible]

BUILDING DATA

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|
| MAJOR <u>777130</u> MINOR <u>0055</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 EXTERIOR | | | | | 19 ROOM DETAIL | | | | | 24 INSULATION | | | | | 200 | | | | | Condo | | | | | Co-op | | | | | Poss. Int. Units | | | | | 001 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bd. & Btn. <input checked="" type="checkbox"/> Shingle Rustic <input checked="" type="checkbox"/> Shake Ced./Sid. <input type="checkbox"/> Conc. Blk. Plywood Brick Veneer % Stone % Other | | | | | No. <u>6</u> Entry Dining Fa/De/R Bedroom Bath Living Kitchen Utility | | | | | Walls <input checked="" type="checkbox"/> Ceiling Other 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. Cabinets <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. Cab. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ctr. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | | | | 201 Use Type 202 Year Built <u>1948</u> Cost Year 19 <u>71</u> 203 Depreciation Table 204 Functional <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 205 Condition <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 206 Workmanship <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 207 No. of Stories 208 Total Rooms 209 Entry 210 Dining 211 Fam/Den/Rec. 212 Bedrooms 214 Utility Type Rooms 215 No. of Built-Ins 216 Adeq. Electric <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 217 Adeq. Plumbing <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 218 Adeq. Garage <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 219 Adeq. Storage <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 220 Bsmt. Garage Area 221 Unfin. Attic Area | | | | | 13 ROOF Hip <input checked="" type="checkbox"/> Comp. Gable <input checked="" type="checkbox"/> Tile/Slate Shed <input type="checkbox"/> Tar/Gravel Flat <input type="checkbox"/> Shingle Gutters <input checked="" type="checkbox"/> Drain Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy Other | | | | | 26 FLOORS 1 HW <u>4</u> Conc. <input type="checkbox"/> Tile SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. Other 27 PLUMBING 1 Tub <input type="checkbox"/> 2 Basin 2 Toilet <input type="checkbox"/> Shower St. Baths Full <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> L Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G 1 Sink <input type="checkbox"/> HW Tank 1 Laundry Conn. Other Sgl. Outlets Roughed in Baths Other | | | | | 20 BUILT-INS NO. <u>1</u> B.BQ. <input type="checkbox"/> Disp. D.W. <input type="checkbox"/> Intercom Fan. & Hd. <input type="checkbox"/> App. Is. Vacuum <input type="checkbox"/> Stereo Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di Other | | | | | 28 FIREPLACE NO. <u>1</u> Bsmt. <input type="checkbox"/> 1st. <input type="checkbox"/> 2nd. <input type="checkbox"/> Sgl. <input type="checkbox"/> Mult. <input type="checkbox"/> Fr.Std. 1 Brick <input type="checkbox"/> Stone Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other | | | | | 21 ATTIC None <input checked="" type="checkbox"/> Unfinished Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Strwy. <input type="checkbox"/> 1 N <input type="checkbox"/> 2 Y <input type="checkbox"/> 3 F Other | | | | | 29 PORCH <input checked="" type="checkbox"/> No. 1 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 2 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 3 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. Other | | | | | 30 DECK <input checked="" type="checkbox"/> No. 1 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 2 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 3 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. Other | | | | | 30A SOURCE OF DATA Owner <u>11-10-72</u> Tenant N.H. N.H. Card Card Returned | | | | | 22 BASEMENT None <input checked="" type="checkbox"/> Part <input type="checkbox"/> Full Finished Rms. No. Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Daylite Bsmt. Garage <input type="checkbox"/> X Other | | | | | 17 ELECTRIC Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other | | | | | 18 CONST CLASS Single <input type="checkbox"/> Sub. Std. Double <input checked="" type="checkbox"/> Std. Solid <input type="checkbox"/> Good Pre. Fab. <input type="checkbox"/> Special | | | | | 23 HEATING Oil <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Elec. F/wf <input type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. BB <input checked="" type="checkbox"/> F.A. <input type="checkbox"/> HW Conversion Adeq. <input checked="" type="checkbox"/> Inadeq. <input type="checkbox"/> Other | | | | | 16 FLOOR CONST. Flr. Joists <input checked="" type="checkbox"/> X Bridged <input type="checkbox"/> O.C. Post & Beam <input checked="" type="checkbox"/> X Stud Bearing <input checked="" type="checkbox"/> X Concrete Slab Hidden | | | | | 15 FOUNDATION Concrete <u>6"</u> Thick Concrete Block Post & Pier Other | | | | | 240 Per Cent Complete 230 Eff. Yr. <u>52</u> Obsol % 231 Grade <u>R107</u> Variation 232 1st. Floor Area <u>1340</u> 233 Upper Floors Area 234 Half Story Area 235 Unf. Floors 1/2 Full 236 Fin. Attic Grade Area 237 Strwy. to Unf. Attic 1N 2Y 3F 238 Total Bsmt. Area 239 Fin. Bsmt. Grade Area 240 Daylite Bsmt. 1N 2Y 241 Ext. Brick % Ext. Stone % 242 Heating Source <input checked="" type="checkbox"/> Oil 2 G 3 El. 243 Heating System 1 F/W 2 Gr 3 Rd. 244 Heating Area <u>1340</u> 245 Central Cooling Costs \$ 246 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>1</u> 247 H.W. Tank/Sink/Laundry 248 Other Single Plumbing Outlets 249 Fireplaces Single <u>1</u> Multi-fl. <u>0</u> Free-Std <u>0</u> 250 Fireplace Add Outlets 251 Porch 1 DK 2 OP 3 En Area 252 Porch 1 DK 2 OP 3 En Area 253 Porch 1 DK 2 OP 3 En Area 254 Porch 1 DK 2 OP 3 En Area 255 Additional Costs \$ <u>280</u> 256 Garage Att. Area <u>290</u> | | | | |
| Code 31 | | | | | | | | | | REMARKS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 255 B-I (1) F.V. @ 280. | | | | | | | | | | house in good cond for 1948-gas heat new picture 10/90 SSA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 MISCELLANEOUS IMPROVEMENTS | | | | | | | | | | ACCESSORY IMPROVEMENTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Year Items Const Gr Floor Roof Dimensions Area \$F.V. 1948 ATT GAR F-R Conc Comp 13X22 286 | | | | | | | | | | 258 Gar. Det. Grade Area 259 Eff. Year 19 Net Cond. % 260 Carport Area 262 No. of Parking Stalls 266 Pool Grade Area 267 Pool Eff. Yr. 19 Net Cond. % 268 1 Poured 2 Gunite 3 Fib. gl. 4 Plastic 269 Concrete Area 270 Asphalt Area 271 Other Misc. Imps. Value \$ 272 Permanent Review Needed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 51 PRINCIPAL BUILDING | | | | | | | | | | STAFF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FI Dimensions Area FI Dimensions Area FI Dimensions Area 1 13 x 30 390 x 1 19 x 19 361 x 1 13 x 40 520 x 1 3 x 22 66 x | | | | | | | | | | 282 Building Data Date 283 Appraiser No. 284 Reviewer No. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL 1337 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | |
|---|------------|----|---------|----|-------|---|------------|---|------------------|---|
| 6316 | 2 Addition | 17 | Section | 26 | Range | 4 | EWM. Block | 2 | Tract or Lot No. | 1 |
| 88130 | Permit No. | | | | | | | | | |
| 5-4-48 | Date | | | | | | | | | |
| Description 2 Addition 17 Section 26 Range 4 EWM. Block 2 Tract or Lot No. 1 | | | | | | | | | | |
| Address of Property 2105 N 148 150-22004 N-6 | | | | | | | | | | |
| Fee Owner Con | | | | | | | | | | |
| Architect Contractor | | | | | | | | | | |
| Original Building Cost \$ Owner-Tenant Occupied Rental per Month \$ | | | | | | | | | | |
| Condition of Exterior Interior Foundation Floor Plan Good Accept | | | | | | | | | | |
| Estimated Rental per Month \$ Poor | | | | | | | | | | |

A.C. 1972 Roll
R1-6

77713

0055

777130-0055

580

2400 7035

2400 4590

| 777130-0055 | | | | | | | | | | | | |
|----------------|------|--------|-------|------|--------|---------------|--------|----------|------------|-------|-----------|-----|
| LIMITS | ROAD | SCHOOL | WATER | FIRE | TOTAL | ACREAGE | TIMBER | IMPROVED | UNIMPROVED | | | |
| C ₀ | 3 | 412 | | 4 | Sumner | SEWER L.C. | HSPIL | AIRPL. | FERRY | | PL & REC. | |
| | | | | | | L.C. | | | | Metro | SHLN | LIB |

| YR. | AC | LAND | BLDGS. | TOTAL | BY | DATE | REASON | FEE OWNER | DATE | |
|------|----|--------|--------|-------|--------------------|----------|--------------------|-----------------------|---------|--|
| 1950 | | | 100 | | M.C. | 3-49 | New Imp. (Refined) | 3418-E432421-813, 450 | | |
| 1952 | | 230 | 650 | 880 | Ca. | 2-51 | Remod. 1950 | Lloyd & Snider | 7-11-61 | |
| 1955 | | 230 | 1000 | 1230 | J.H. | 9-16-53 | Imp. Finished | 3418-E556592-814,500 | | |
| 1957 | | 330 | 1000 | 1330 | at | 5-28-56 | Rw | | | |
| 1958 | | 330 | 1750 | 2080 | LW | 4-17-57 | Remodel | | | |
| 1960 | | 330 | 2150 | 2480 | W | 12-58 | Rev + plbg. | | | |
| 1962 | | 330 | 2400 | 2730 | Mo | 12/19/60 | Rd | | | |
| 1963 | | 580 | 2400 | 2980 | LL | 9-21-61 | Rw | | | |
| 1969 | | 780 | 2400 | 3180 | W.D. | 11-3-67 | (R.) | | | |
| 1971 | L | 1560 B | 4800 T | 6360 | 777130-0055-0 8/9 | | | | | |
| 1972 | | 2420 | 6710 | 9130 | DR | 2-16-71 | RV-1 | | | |
| 1972 | L | 1921 B | 5328 T | 7249 | 777130-0055-0 9/71 | | | | | |
| 1973 | L | 2420 B | 6710 T | 9130 | 777130-0055-0 9/71 | | | | | |
| 19 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 19 | | | | | | | | | | |
| 19 | | | | | | | | | | |



KING COUNTY
RESIDENTIAL PROPERTY RECORD

099 SHEET

1 OF 1

MAJOR 777130 MINOR 0060 2 FOLIO 6316 A

3 Addition
SHORELINE HEIGHTS ADD

4 Quar 3 Sec 17 Twn 26 Rge 04 Block 002 Lot 002

Situs 5 Area 042 Sub Area F 6 Zip 98 133

7 Address
14718 MERIDIAN AVE N

8 Description
see legal

9 LAND ONLY

10 REMAR

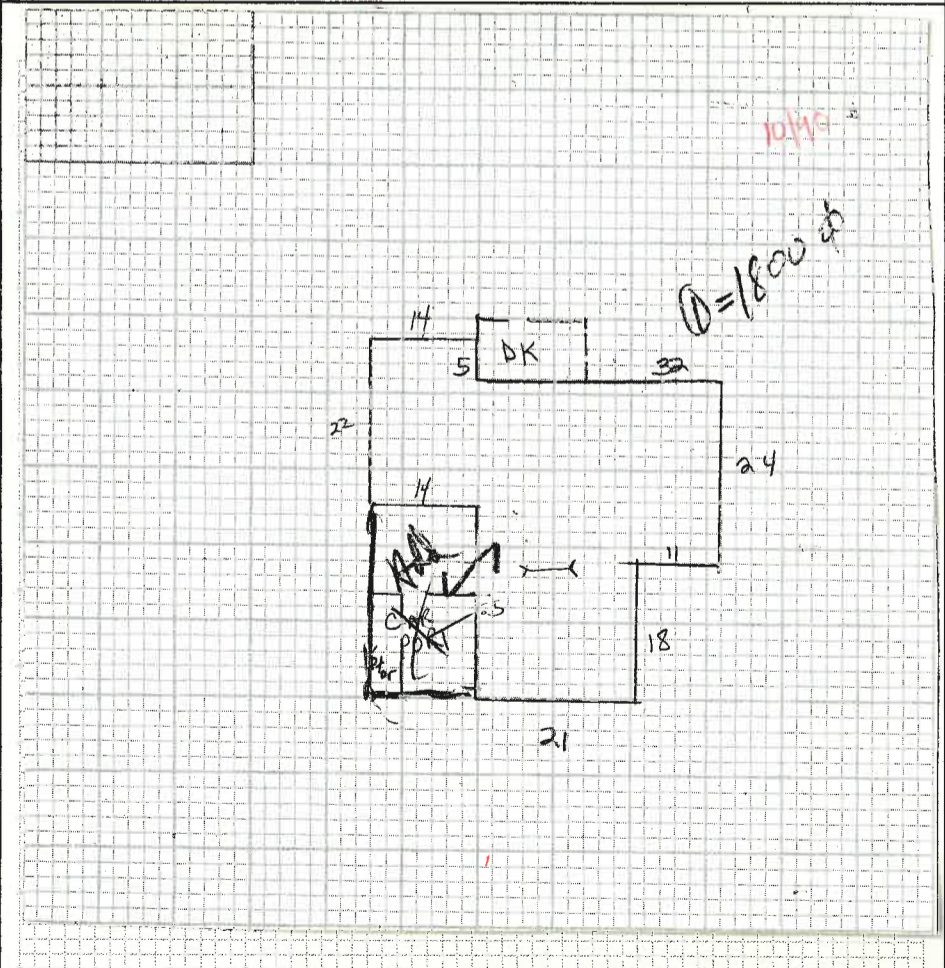
Code



10A PERMIT INFORMATION

No. 90312 Date Issued 8/23/48 P.V.
Date Const. Started 1949 Date Completed 1949
Date Occupied 6-1-1949
Remodeled

11 PLAT OF BUILDING Scale 1 CM = 10'



| LAND | | | | | | | | | | | |
|------|------------------------------|-----|----|-----|----|---|----|---|-----|---|---|
| 100 | Zone Actual | | | | | | | | | | |
| 101 | Zone Conformity | 1N | | | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST | | |
| 104 | Lot Width | | | | | | | | 68 | | |
| 105 | Lot Depth | | | | | | | | 128 | | |
| 106 | Square Foot or Acres | | | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | | 1 | 4 | 0 |
| 108 | Lot Depth (useable) | | | | | | | | 1 | 4 | 0 |
| 110 | Lot Wd. (standard) | | | | | | | | 6 | 0 | |
| 111 | Lot Depth (standard) | | | | | | | | 13 | 5 | |
| 113 | Unit Value | | | | | | | | 4 | 8 | 0 |
| 114 | Representative Site | 1SS | | | | | | | 3G | | |
| 115 | Irregular | 1X | | 2Y | | | | | | | |
| 116 | Corner | 1X | | 2Y | | | | | | | |
| | Grade | 1 | LW | X | Ev | 3 | HG | | | | |
| | Slope | X | LV | 2 | SU | 3 | SD | 4 | BK | | |
| | Street Access | 1SS | | | | | | | 3G | | |
| | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV | | |
| | Dock Suitability | 1N | | 2P | | | | | 3Y | | |
| | Tide Land | X | | 2Y | | | | | | | |
| | Alley | X | | 2Y | | | | | | | |
| | Cul De Sac | X | | 2Y | | | | | | | |
| | Thru Street | 1N | | | | | | | | | |
| | Street Front | 1N | | | | | | | | | |
| | Curbs & Gutters | 1N | | 2P | | | | | | | |
| | Sidewalks | 1N | | 2P | | | | | | | |
| | Street Surface | 1 | C | X | BT | 3 | 0 | 4 | GR | | |
| | Street Condition | 1SS | | | | | | | 3G | | |
| | Street Traffic | 1H | | 2N | | | | | | | |
| | Street Lights | 1N | | 2SS | | | | | 4G | | |
| | Water | X | WD | 2 | PR | 3 | B | | | | |
| | Water System | X | AD | 2 | IA | | | | | | |
| 135 | Sanitary Sewers | 1N | | | | | | | | | |
| 136 | Storm Sewers | 1N | | | | | | | | | |
| 137 | Underground Utilities | X | | 2P | | | | | 3Y | | |

| VIEW | | | | | | | | | | | |
|------|--------------------|-----|--|----|--|--|--|--|----|----|--|
| 140 | View Lot | X | | 2Y | | | | | | | |
| 141 | View Olympic Range | 1SS | | 2S | | | | | 3G | 4E | |
| 142 | View Cascade Range | 1SS | | 2S | | | | | 3G | 4E | |
| 143 | View Mt. Rainier | 1SS | | 2S | | | | | 3G | 4E | |
| 144 | View Pug. Sound | 1SS | | 2S | | | | | 3G | 4E | |
| 145 | View Lake | 1SS | | 2S | | | | | 3G | 4E | |
| 146 | View River | 1SS | | 2S | | | | | 3G | 4E | |
| 147 | View City | 1SS | | 2S | | | | | 3G | 4E | |
| 148 | Territorial View | 1SS | | 2S | | | | | 3G | 4E | |
| 149 | View Utilization | 1SS | | 2S | | | | | 3G | 4E | |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | | | |
|---------------------------------|-------------------------------------|-----|--|----|--|--|--|--|----|---|---|
| 151 | Predominate Use | X | | 2M | | | | | 3O | | |
| 152 | Arch. Attractiveness | 1SS | | | | | | | 3G | | |
| 153 | Landscaping | 1SS | | | | | | | 3G | | |
| 154 | Unit Balance | 1SS | | | | | | | 3G | | |
| 155 | Esmts. & Restr. | 1SS | | | | | | | 3G | | |
| 156 | External Nuisances | 1SS | | | | | | | 3G | | |
| 157 | Conf. Gen. Neigh. | 1SS | | | | | | | 3G | | |
| 158 | Conf. Immed. Neigh. | 1SS | | | | | | | 3G | | |
| 159 | Prox. to Trans. | 1SS | | | | | | | 3G | | |
| 160 | Prox. to Soc. Service | 1SS | | | | | | | 3G | | |
| 161 | Prox. to Public Service | 1SS | | | | | | | 3G | | |
| 162 | Trend | 1SS | | | | | | | 3G | | |
| 163 | Planning | 1SS | | | | | | | 3G | | |
| 164 | Market Demand | 1SS | | | | | | | 3G | | |
| 165 | Land Use Code | | | | | | | | | | |
| 166 | Base Lot Value | | | | | | | | \$ | 5 | 4 |
| 167 | Permanent Rev. Needed | | | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | | | |

| STAFF | | | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|--|----|----|---|
| 170 | Land Data Date | | | | | | | | 11 | 17 | 1 |
| 171 | Appraiser No. | | | | | | | | 19 | 05 | 6 |
| 172 | Reviewer No. | | | | | | | | | | |
| 173 | Date | | | | | | | | | | |
| 174 | Sale | | | | | | | | | | |

777130 0060
06316 A
10/90
SSHA

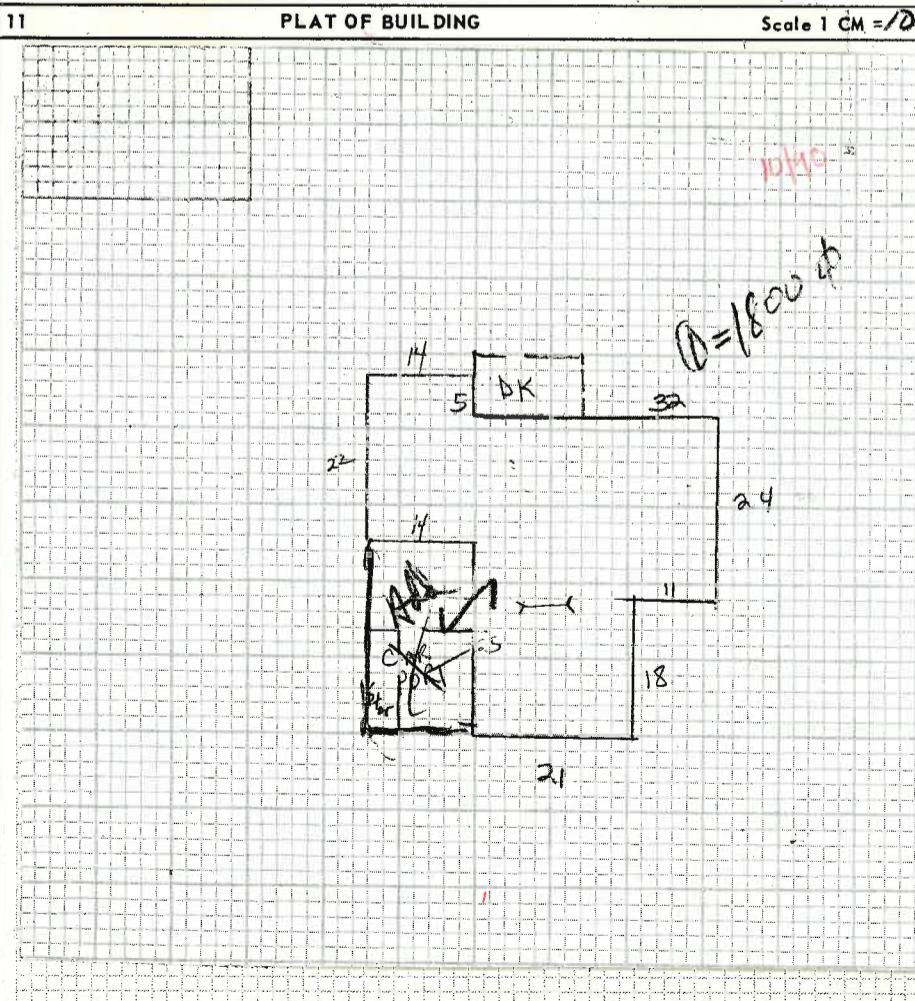
MAJOR []
3 Addition
SHO
4 Quar
Situs
7 Address
147
8 Descrip

9 LAND ONLY
10 REMARKS

UNDERWATER TIDELANDS



10A PERMIT INFORMATION
No. 90312 Date Issued 8/23/48 P.V.
Date Const. Started 1949 Date Completed 1949
Date Occupied 6-1-1949
Remodeled



099 SHEET

1 OF 1

| LAND | | | | | | | | | | | | |
|------|------------------------------|-----|----|-----|----|---|----|---|-----|----|---|---|
| 100 | Zone Actual | | / | | | | | | | | | |
| 101 | Zone Conformity | 1N | | X | | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | X | | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST | | | |
| 104 | Lot Width | | | | | | | | 68 | | | |
| 105 | Lot Depth | | | | | | | | 128 | | | |
| 106 | Square Foot or Acres | | | | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | | 1 | 4 | 4 | |
| 108 | Lot Depth (useable) | | | | | | | | 1 | 4 | 4 | |
| 110 | Lot Wd. (standard) | | | | | | | | | 6 | 4 | |
| 111 | Lot Depth (standard) | | | | | | | | | 13 | 5 | |
| 113 | Unit Value | | | | | | | | 4 | 8 | 4 | 4 |
| 114 | Representative Site | 1SS | | X | | | | | 3G | | | |
| 115 | Irregular | X | | 2Y | | | | | | | | |
| 116 | Corner | X | | 2Y | | | | | | | | |
| | Grade | 1 | LW | X | | | | | 3 | HG | | |
| | Slope | X | LV | 2 | SU | 3 | SD | 4 | BK | | | |
| | Street Access | 1SS | | X | | | | | 3G | | | |
| | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV | | | |
| | Dock Suitability | 1N | | 2P | | | | | | | | |
| | Tide Land | X | | 2Y | | | | | | | | |
| | Alley | X | | 2Y | | | | | | | | |
| | Cul De Sac | X | | 2Y | | | | | | | | |
| | Thru Street | 1N | | X | | | | | | | | |
| | Street Front | 1N | | X | | | | | | | | |
| | Curbs & Gutters | 1N | | 2P | | | | | | | | |
| | Sidewalks | 1N | | 2P | | | | | | | | |
| | Street Surface | 1 | C | X | BT | 3 | 0 | 4 | GR | | | |
| | Street Condition | 1SS | | X | | | | | 3G | | | |
| | Street Traffic | 1H | | 2N | | | | | | | | |
| | Street Lights | 1N | | 2SS | | | | | 4G | | | |
| | Water | X | WD | 2 | PR | 3 | B | | | | | |
| | Water System | X | AD | 2 | IA | | | | | | | |
| 135 | Sanitary Sewers | 1N | | X | | | | | | | | |
| 136 | Storm Sewers | 1N | | X | | | | | | | | |
| 137 | Underground Utilities | X | | 2P | | | | | 3Y | | | |

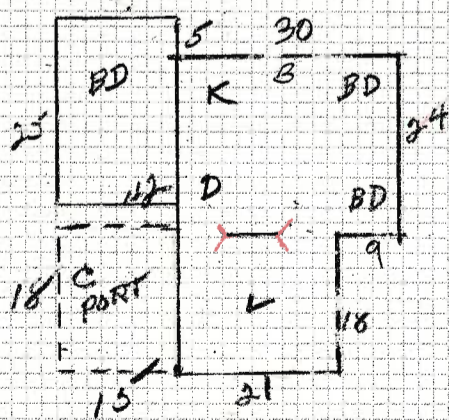
| VIEW | | | | | | | | | | | | |
|------|--------------------|-----|--|----|--|--|--|--|----|--|----|--|
| 140 | View Lot | X | | 2Y | | | | | | | | |
| 141 | View Olympic Range | 1SS | | 2S | | | | | 3G | | 4E | |
| 142 | View Cascade Range | 1SS | | 2S | | | | | 3G | | 4E | |
| 143 | View Mt. Rainier | 1SS | | 2S | | | | | 3G | | 4E | |
| 144 | View Pug. Sound | 1SS | | 2S | | | | | 3G | | 4E | |
| 145 | View Lake | 1SS | | 2S | | | | | 3G | | 4E | |
| 146 | View River | 1SS | | 2S | | | | | 3G | | 4E | |
| 147 | View City | 1SS | | 2S | | | | | 3G | | 4E | |
| 148 | Territorial View | 1SS | | 2S | | | | | 3G | | 4E | |
| 149 | View Utilization | 1SS | | 2S | | | | | 3G | | 4E | |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | | | | |
|---------------------------------|-------------------------------------|-----|--|----|--|--|--|--|----|---|---|---|
| 151 | Predominate Use | X | | 2M | | | | | 3O | | | |
| 152 | Arch. Attractiveness | 1SS | | X | | | | | 3G | | | |
| 153 | Landscaping | 1SS | | X | | | | | 3G | | | |
| 154 | Unit Balance | 1SS | | X | | | | | 3G | | | |
| 155 | Esmts. & Restr. | 1SS | | X | | | | | 3G | | | |
| 156 | External Nuisances | 1SS | | X | | | | | 3G | | | |
| 157 | Conf. Gen. Neigh. | 1SS | | X | | | | | 3G | | | |
| 158 | Conf. Immed. Neigh. | 1SS | | X | | | | | 3G | | | |
| 159 | Prox. to Trans. | 1SS | | X | | | | | 3G | | | |
| 160 | Prox. to Soc. Service | 1SS | | X | | | | | 3G | | | |
| 161 | Prox. to Public Service | 1SS | | X | | | | | 3G | | | |
| 162 | Trend | 1SS | | X | | | | | 3G | | | |
| 163 | Planning | 1SS | | X | | | | | 3G | | | |
| 164 | Market Demand | 1SS | | X | | | | | 3G | | | |
| 165 | Land Use Code | | | | | | | | | | | |
| 166 | Base Lot Value | | | | | | | | \$ | 5 | 4 | 4 |
| 167 | Permanent Rev. Needed | | | | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | | | | |

| STAFF | | | | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|--|----|----|---|--|
| 170 | Land Data Date | | | | | | | | 11 | 17 | 1 | |
| 171 | Appraiser No. | | | | | | | | 19 | 05 | 6 | |
| 172 | Reviewer No. | | | | | | | | | | | |
| 173 | Date | | | | | | | | | | | |
| 174 | Sale | | | | | | | | | | | |

| | | | | |
|--|--|----|--|--|
| | | OF | | |
|--|--|----|--|--|

| STAFF | | | | | | | | | |
|-------|----------------|--|--|---|--|------|----|----|--|
| 170 | Land Data Date | | | | | 11 | 1 | 71 | |
| 171 | Appraiser No. | | | | | 198 | 56 | | |
| 172 | Reviewer No. | | | | | | | | |
| 185 | Date | | | / | | Sale | | | |


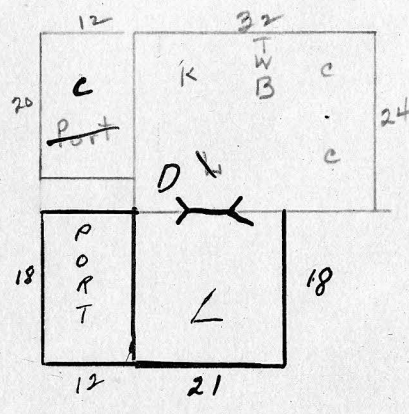


BUILDING DATA

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|-----|--|--|--|--|
| MAJOR <u>777130</u> MINOR <u>0060</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 EXTERIOR | | | | | 19 ROOM DETAIL | | | | | 24 INSULATION | | | | | 200 Condo | | | | | Co-op | | | | | Poss. Int. Units | | | | | 001 | | | | |
| Bd. & Btn. <input type="checkbox"/> Shingle <input checked="" type="checkbox"/> Rustic <input checked="" type="checkbox"/> Shake <input type="checkbox"/> Ced./Sid. <input type="checkbox"/> Conc. Blk. <input type="checkbox"/> Plywood <input type="checkbox"/> Brick Veneer % <input type="checkbox"/> Stone % <input type="checkbox"/> Other <input type="checkbox"/> | | | | | No. <u>6</u> B 1 A 1/2 2 Entry <input type="checkbox"/> Dining <input type="checkbox"/> Fa/De/R <input type="checkbox"/> Bedroom <input type="checkbox"/> Bath <input type="checkbox"/> Living <input type="checkbox"/> Kitchen <input type="checkbox"/> Utility <input type="checkbox"/> | | | | | Walls <input checked="" type="checkbox"/> Ceiling <input checked="" type="checkbox"/> Other <input type="checkbox"/> 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cabinets <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cab. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ctr. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> | | | | | 201 Use Type <input checked="" type="checkbox"/> 2M 30 | | | | | 202 Year Built <u>1948</u> Cost Year 19 <u>71</u> | | | | | 203 Depreciation Table | | | | | | | | | |
| 13 ROOF | | | | | 20 BUILT-INS NO. | | | | | 26 FLOORS | | | | | 204 Functional | | | | | 1SS 3G | | | | | | | | | | | | | | |
| Hip <input type="checkbox"/> Comp. <input checked="" type="checkbox"/> Gable <input checked="" type="checkbox"/> Tile/Slate <input type="checkbox"/> Shed <input type="checkbox"/> Tar/Gravel <input type="checkbox"/> Flat <input type="checkbox"/> Shingle <input type="checkbox"/> Gutters <input checked="" type="checkbox"/> Drain <input checked="" type="checkbox"/> Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy <input type="checkbox"/> Other <input type="checkbox"/> | | | | | Grade <u>S</u> Unf. 1/2 Floor Area <input type="checkbox"/> Sq. Ft. <input type="checkbox"/> Unf. Full Floor Area <input type="checkbox"/> Sq. Ft. <input type="checkbox"/> | | | | | 3 HW <input type="checkbox"/> Conc. <input checked="" type="checkbox"/> 3 Tile <input type="checkbox"/> SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. <input type="checkbox"/> Other <input type="checkbox"/> | | | | | 205 Condition 1SS 3G | | | | | 206 Workmanship 1SS 3G | | | | | | | | | | | | | | |
| 14 WINDOWS | | | | | 21 ATTIC | | | | | 27 PLUMBING | | | | | 207 No. of Stories | | | | | 208 Total Rooms | | | | | | | | | | | | | | |
| Wood <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Alum. <input type="checkbox"/> SI/GI/Dr <input type="checkbox"/> Other <input type="checkbox"/> | | | | | B.BQ. <input type="checkbox"/> Disp. <input type="checkbox"/> D.W. <input type="checkbox"/> Intercom <input type="checkbox"/> Fan. & Hd. <input type="checkbox"/> App. Is. <input type="checkbox"/> Vacuum <input type="checkbox"/> Stereo <input type="checkbox"/> Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Other <input type="checkbox"/> | | | | | Baths Full <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> 1 Sink <input type="checkbox"/> HW Tank <input type="checkbox"/> Laundry Conn. <input type="checkbox"/> Other Sgl. Outlets <input type="checkbox"/> Roughed in Baths <input type="checkbox"/> Other <input type="checkbox"/> | | | | | 209 Entry 0 | | | | | 210 Dining 1 | | | | | 211 Fam/Den/Rec. 0 | | | | | | | | | |
| 15 FOUNDATION | | | | | 22 BASEMENT | | | | | 28 FIREPLACE NO. 2 | | | | | 212 Bedrooms 3 | | | | | 213 Utility Type Rooms 0 | | | | | | | | | | | | | | |
| Concrete <input checked="" type="checkbox"/> 6" Thick <input type="checkbox"/> Concrete Block <input type="checkbox"/> Post & Pier <input type="checkbox"/> Other <input type="checkbox"/> | | | | | None <input checked="" type="checkbox"/> Unfinished <input type="checkbox"/> Finished Area <input type="checkbox"/> Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Strwy. <input type="checkbox"/> 1 N 2 Y 3 F <input type="checkbox"/> | | | | | Bsmt. <input type="checkbox"/> 1st. <input type="checkbox"/> 2nd. <input type="checkbox"/> Sgl. <input type="checkbox"/> Mult. <input type="checkbox"/> Fr.Std. <input type="checkbox"/> Brick <input type="checkbox"/> Stone <input type="checkbox"/> Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Other <input type="checkbox"/> | | | | | 214 No. of Built-Ins 1 | | | | | 215 Adeq. Electric 1SS 3G | | | | | 216 Adeq. Plumbing 1SS 3G | | | | | | | | | |
| 16 FLOOR CONST. | | | | | 23 HEATING | | | | | 30 DECK | | | | | 217 Adeq. Garage 1SS 3G | | | | | 218 Adeq. Storage 1SS 3G | | | | | | | | | | | | | | |
| Flr. Joists <u>2</u> X <input checked="" type="checkbox"/> Bridged <u>16</u> O.C. <input type="checkbox"/> Post & Beam <input type="checkbox"/> X <input type="checkbox"/> Stud Bearing <input type="checkbox"/> X <input type="checkbox"/> Concrete Slab <input type="checkbox"/> Hidden <input type="checkbox"/> | | | | | Oil <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Elec. <input type="checkbox"/> F/wf <input type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. <input type="checkbox"/> BB <input checked="" type="checkbox"/> F.A. <input type="checkbox"/> HW <input type="checkbox"/> Conversion <input type="checkbox"/> Adeq. <input checked="" type="checkbox"/> Inadeq. <input type="checkbox"/> Other <input type="checkbox"/> | | | | | No. 1 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> No. 2 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> No. 3 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> Other <input type="checkbox"/> | | | | | 219 Adeq. Plumbing 1SS 3G | | | | | 220 Adeq. Electric 1SS 3G | | | | | 221 Adeq. Storage 1SS 3G | | | | | | | | | |
| 17 ELECTRIC | | | | | 30A SOURCE OF DATA | | | | | 222 Per Cent Complete | | | | | 223 Adeq. Garage 1SS 3G | | | | | 224 Adeq. Storage 1SS 3G | | | | | | | | | | | | | | |
| Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Other <input type="checkbox"/> | | | | | Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N.H. <input type="checkbox"/> N.H. Card <u>11-10-72</u> Card Returned <input type="checkbox"/> | | | | | 225 Eff. Yr. 19 <u>56</u> Obsol % <input type="checkbox"/> Net Cond % <input type="checkbox"/> | | | | | 226 Grade <u>R107</u> Variation <u>+05</u> | | | | | 227 1st. Floor Area <u>1470</u> | | | | | | | | | | | | | | |
| 18 CONST CLASS | | | | | 50 MISCELLANEOUS IMPROVEMENTS | | | | | 228 Upper Floors Area | | | | | 229 Half Story Area | | | | | 230 Unf. Floors 1/2 Full | | | | | | | | | | | | | | |
| Single <input type="checkbox"/> Sub. Std. <input type="checkbox"/> Double <input checked="" type="checkbox"/> Std. <input type="checkbox"/> Solid <input type="checkbox"/> Good <input type="checkbox"/> Pre. Fab. <input type="checkbox"/> Special <input type="checkbox"/> | | | | | Year <u>1954</u> Items <u>CAR PORTAL FR</u> Const <u>FR</u> Gr <u>FR</u> Floor <u>FR</u> Roof <u>FR</u> Dimensions <u>14x24</u> Area <u>336</u> \$F.V. <u>270</u> <u>90 Asphalt on DECK</u> FR <u>11x14</u> 400 <u>Storage</u> FR <u>8x14</u> 112 <u>Patio</u> Slab <u>4x14</u> 100 <u>metal shed</u> Brick <u>11x14</u> 154 | | | | | 231 Fin. Attic Grade Area | | | | | 232 Strwy. to Unf. Attic 1N 2Y 3F | | | | | 233 Total Bsmt. Area | | | | | | | | | | | | | | |
| REMARKS | | | | | 51 PRINCIPAL BUILDING | | | | | 234 Fin. Bsmt. Grade Area | | | | | 235 Daylite Bsmt. 1N 2Y | | | | | 236 Ext. Brick % Ext. Stone % | | | | | | | | | | | | | | |
| 30A NOT HOME LEFT NOT HOME CARD 218 C.P. ONLY 255 B-I (1) FV 280. Remodeled house - Pick up Cpt-Deck new windows - dry rot on side - pu storage patio - looks like pouring side patio soon 10/90 SS HA check condition after dry rot fixed | | | | | 282 Building Data Date <input type="checkbox"/> | | | | | 283 Appraiser No. <input type="checkbox"/> | | | | | 284 Reviewer No. <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | |
| 50 MISCELLANEOUS IMPROVEMENTS | | | | | 51 PRINCIPAL BUILDING | | | | | 237 Heating Source 1 Oil <input checked="" type="checkbox"/> G 3 El. | | | | | 238 Heating System 1 F/W 2 Gr 3 Rd. | | | | | 239 Heating Area 1470 | | | | | | | | | | | | | | |
| Year <u>1954</u> Items <u>CAR PORTAL FR</u> Const <u>FR</u> Gr <u>FR</u> Floor <u>FR</u> Roof <u>FR</u> Dimensions <u>14x24</u> Area <u>336</u> \$F.V. <u>270</u> <u>90 Asphalt on DECK</u> FR <u>11x14</u> 400 <u>Storage</u> FR <u>8x14</u> 112 <u>Patio</u> Slab <u>4x14</u> 100 <u>metal shed</u> Brick <u>11x14</u> 154 | | | | | 240 Central Cooling Costs \$ <input type="checkbox"/> | | | | | 241 Bathrooms Full <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> | | | | | 242 H.W. Tank/Sink/Laundry 1 | | | | | | | | | | | | | | | | | | | |
| 51 PRINCIPAL BUILDING | | | | | 51 PRINCIPAL BUILDING | | | | | 243 Other Single Plumbing Outlets 0 | | | | | 244 Fireplaces Single 1 Multi.-fl. 0 Free-Std 0 | | | | | 245 Fireplace Add Outlets 1 | | | | | | | | | | | | | | |
| FI Dimensions Area FI Dimensions Area FI Dimensions Area 1 9 x 24 216 1 14 x 22 308 x 1 21 x 42 882 1 21 x 42 882 x 1 15 x 25 375 1 11 x 24 264 x 1 TOTAL 1473 x 1454 x | | | | | 246 Porch 1 DK 2 OP 3 En Area 247 Porch 1 DK 2 OP 3 En Area 248 Porch 1 DK 2 OP 3 En Area 249 Additional Costs \$ 280 250 Garage Att. Area | | | | | 251 Gar. Det. Grade Area 252 Eff. Year 19 Net Cond. % 253 Carport Area 270 254 No. of Parking Stalls 1 255 Pool Grade Area 256 Pool Eff. Yr. 19 Net Cond. % 257 1. Poured 2 Gunite 3 Fib. gl. 4 Plastic 258 Concrete Area 259 Asphalt Area 400 260 Other Misc. Imps. Value \$ 261 Permanent Review Needed 0 | | | | | 282 Building Data Date <input type="checkbox"/> | | | | | 283 Appraiser No. <input type="checkbox"/> | | | | | 284 Reviewer No. <input type="checkbox"/> | | | | | | | | | |

K.C. 1972 Roll
RI-7

District 6316A 2 Addition Shoreline HTs
Section 17 Twp. 26 Range 4 EWM. Block 2 Tract or Lot No. 2
Description _____
Permit No. 90312
Date 8-23-48
3 Address of Property 14718 - Meridian Cont. Purch _____
4 Fee Owner _____ Contractor _____
5 Architect _____
6 Original Building Cost \$ _____ Owner-Tenant Occupied _____ Rental per Month \$ _____ Estimated Rental per Month \$ _____
7 Condition of Exterior g Interior g Foundation g Floor Plan Good x Accept _____ Poor _____

| | | | | |
|--|--|--|---|--|
| BUILDING <u>one 1160</u> <input checked="" type="checkbox"/> One Family Dwelling <input type="checkbox"/> Two Family Dwelling No. of Stories _____ No. of Rooms _____ <input checked="" type="checkbox"/> Basement First Floor <u>10-70</u> Second Floor <u>FS</u> Third Floor _____ Attic _____ | TILE <u>L</u> Floor-Wall _____ Bath Floor-Wall _____ Lavatory Floor-Wall _____ Floor-Wall _____ Floor-Wall _____ Shower Floor-Wall _____ Kitchen Kitchen Drain Board _____ None _____ Unfinished _____ | ATTIC Stairway _____ Opened _____ Closed _____ Finished _____ Unfinished _____ Useful _____ DORMERS No. _____ Width _____ | PORCHES <input type="checkbox"/> One Story <input type="checkbox"/> Two Story <input type="checkbox"/> Unroofed <input type="checkbox"/> Brick and or Concrete <input type="checkbox"/> Cement Floor <input type="checkbox"/> Recessed <input type="checkbox"/> Glassed <input type="checkbox"/> Enclosed <u>NO 2 V</u> | EXTERIOR WALLS Boards and Batten _____ Shiplap _____ Rustic _____ <u>1/4</u> Cedar Siding <u>Pine Vert.</u> <u>3/4</u> Shingles Shakes _____ Stucco on _____ Lath _____ Brick Veneer _____ Kind _____ Composition _____ Stone _____ Concrete Block _____ |
| INTERIOR WALLS <input checked="" type="checkbox"/> Plaster <input type="checkbox"/> Plaster Board <input type="checkbox"/> Celotex <input type="checkbox"/> Plywood <input type="checkbox"/> Ceiled <input checked="" type="checkbox"/> Open Studs <input type="checkbox"/> Painted <input type="checkbox"/> Kalsomine <input type="checkbox"/> Papered <input type="checkbox"/> Unfinished Walls | Date first occupied, Month <u>6-1-49</u> 19 _____ Date Built, 19 <u>49</u> Unfinished <input type="checkbox"/> Moved, 19 _____ Date Finished, 19 <u>49</u> Rebuilt, 19 _____ Remodeled, 19 _____ Effective Age <u>77018</u> Years Future Life <u>40</u> Years Dep. for Cond. _____ Dep. for O.B. _____ Dep. for ES _____ Total <u>770</u> | | | BUILT-INS <input checked="" type="checkbox"/> Kitchen <input checked="" type="checkbox"/> Closets |
| FLOORS <input checked="" type="checkbox"/> Hardwood <input checked="" type="checkbox"/> Fir <input checked="" type="checkbox"/> Concrete <input checked="" type="checkbox"/> Asphalt Tile <input type="checkbox"/> Shiplap |  | | | CONSTRUCTION <input checked="" type="checkbox"/> Single <input checked="" type="checkbox"/> Double <input type="checkbox"/> Solid <input type="checkbox"/> Very Cheap <input checked="" type="checkbox"/> Cheap <input type="checkbox"/> Medium <input type="checkbox"/> Good <input type="checkbox"/> Special Corner Joints _____ |
| FIREPLACE —No. <u>2</u> <input checked="" type="checkbox"/> Stems <input checked="" type="checkbox"/> Bsmt. <u>2</u> 1st _____ 2nd _____ <input checked="" type="checkbox"/> Brick <input type="checkbox"/> Tile Face <input type="checkbox"/> Cobblestone <input type="checkbox"/> Unfinished | CEILING HEIGHT Basement _____ ft. _____ in. <u>19'0" 9"</u> 1st Floor <u>8</u> ft. _____ in. <u>17'0" 35"</u> 2nd Floor _____ ft. _____ in. _____ 3rd Floor _____ ft. _____ in. _____ Attic _____ Low _____ High _____ | | | |
| INTERIOR TRIM <input type="checkbox"/> Hardwood <input type="checkbox"/> Mahogany <input checked="" type="checkbox"/> Fir <input type="checkbox"/> Unfinished | BASEMENT <input type="checkbox"/> Full <input type="checkbox"/> Part _____ % <input type="checkbox"/> To first Floor Joist <input type="checkbox"/> Frame and Concrete _____ ft. _____ ft. <input type="checkbox"/> Cement Blocks _____ Floor <input type="checkbox"/> Recreation Room <input type="checkbox"/> Living Rooms <input type="checkbox"/> Service Rooms <input type="checkbox"/> Garage <input type="checkbox"/> Drain <input type="checkbox"/> Unfinished | HEATING <input type="checkbox"/> Stove <input type="checkbox"/> Pipeless Furnace <input checked="" type="checkbox"/> Floor Furnace <input type="checkbox"/> Hot Air Furnace <input type="checkbox"/> Fan <input type="checkbox"/> Gas <input type="checkbox"/> Stoker <input checked="" type="checkbox"/> Pot Oil Burner <input checked="" type="checkbox"/> Pressure Oil Burner <input type="checkbox"/> Oil Burning Unit <input type="checkbox"/> Air Cond. Comp. <input type="checkbox"/> Radiant <input type="checkbox"/> Hot Water <input type="checkbox"/> Electric | GROUND FLOOR AREA <u>1386</u> Sq. Ft. <u>1473</u> SCALE <input type="checkbox"/> = <u>1/4"</u> FT. <u>8</u>  | |
| PLUMBING <input checked="" type="checkbox"/> No. of Fixtures <input type="checkbox"/> Tub—Leg or Pem. <input type="checkbox"/> Toilets <input type="checkbox"/> Basin—Pedestal <input type="checkbox"/> Sink <input type="checkbox"/> Shower Stall <input type="checkbox"/> Hot Water Tank <input type="checkbox"/> Laundry Trays <input type="checkbox"/> None <input type="checkbox"/> Unfinished <input type="checkbox"/> Expensive <input checked="" type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Cheap <input checked="" type="checkbox"/> D. S. Sewer Conn. | FOUNDATION <input checked="" type="checkbox"/> Concrete _____ Thick <input type="checkbox"/> Cement Blocks <input type="checkbox"/> Stone or Brick <input type="checkbox"/> Wood Post Concrete Block | EXTRA FEATURES <input type="checkbox"/> Cathedral Ceiling <input type="checkbox"/> Insulated | | |
| | ROOF <input type="checkbox"/> Shingle <input type="checkbox"/> Shake <input checked="" type="checkbox"/> Composition <u>panel</u> <input type="checkbox"/> Tile or Slate <input type="checkbox"/> Tar and Gravel <input type="checkbox"/> Tar Paper | FLOOR CONSTRUCTION 1st Floor Joists <u>2x8 x 16</u> Bridged _____ Post Size <u>6x6</u> Beam Size <u>6x8</u> | | |

| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|-----------------|-----------------|---------------|-------------|----------|--------------|------------|--------|-------|--------|---------|-----------|
| Garage | <u>Compst</u> | <u>Compst</u> | <u>Flat</u> | <u>1</u> | <u>12x20</u> | <u>240</u> | | \$ | | \$ | \$ |
| Port Att | <u>OPEN AIR</u> | <u>DIRT</u> | <u>TP</u> | <u>1</u> | <u>12x18</u> | <u>216</u> | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |



L&H CO. 25M 6-48

32
24
128
64

77713

0060

| LIMITS | | ROAD | SCHOOL | WATER | FIRE | TOTAL ACREAGE | TIMBER | IMPROVED | UNIMPROVED |
|--------|-----|--------|--------|-------|---------------|---------------|-----------------------------------|-----------------------------|-------------------|
| Co | | 3 | 412 | | 4 | 777130-0060 | SEWER L.C. HSPTL. AIRPT. FERRY | Metrol 7035 2350 4590 | PR. & REC. LIB |
| YR | AC | LAND | BLDGs | TOTAL | BY | DATE | REASON | FILE OWNER | DATE |
| 1952 | | | 1000 | | Ca | 1-51 | Omitted from 1951 Roll | | 0 |
| 1952 | 200 | 1000 | 1200 | | Ca | 1-51 | New Imp Fin 1949 | | |
| 1954 | 200 | 900 | 1100 | | E.S. | 10/20/52 | R.V. | | |
| 1957 | 200 | 1700 | 1900 | | J.T. | 12-21-55 | Renfald | | |
| 1957 | 310 | 1700 | 2010 | | at | 5-28-56 | R.V. | | |
| 1958 | 310 | 1900 | 2210 | | DB | 12/1/56 | Addition of Port | | |
| 1962 | 310 | 2350 | 2660 | | Mo | 12/9/60 | R.V. | | |
| 1963 | 580 | 2350 | 2930 | | LL | 9-21-61 | R.V. | | |
| 1969 | 780 | 2350 | 3130 | | WD | 11-3-67 | Q.V. | | |
| 1971 | L | 1560 B | 4700 T | 6260 | 777130-0060-0 | 8/9 | | | |
| 1972 | | 2420 | 7670 | 10090 | PR | 2-16-71 | RV-1 | | |
| 1972 | L | 1921 B | 6090 T | 8011 | 777130-0060-0 | 9/71 | | | |
| 1973 | L | 2420 B | 7670 T | 10090 | 777130-0060-0 | 9/71 | | | |
| 19 | | | | | | | | | |
| 19 | | | | | | | | | |
| 19 | | | | | | | | | |
| 19 | | | | | | | | | |
| 19 | | | | | | | | | |



KING COUNTY
RESIDENTIAL PROPERTY RECORD

099 SHEET

1 OF 1

MAJOR 777130 MINOR 0065 2 FOLIO 6316 A

3 Addition
SHORELINE HEIGHTS ADD

4 Quar 3 Sec 17 Twn 26 Rge 04 Block 002 Lot 003

Situs 5 Area 002 Sub Area F 6 Zip 98 133

7 Address
2117M 148 ST

8 Description
see legal

9 LAND C

10 REMAR

Code

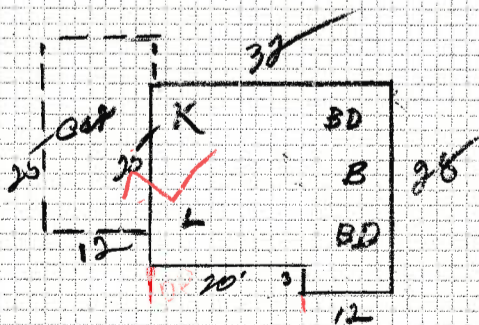


10A PERMIT INFORMATION

No. 88917 Date Issued 1948 P.V.
Date Const. Started 1948 Date Completed 1948
Date Occupied OCT 1948
Remodeled

11 PLAT OF BUILDING

Scale 1 CM 10



| LAND | | | | | | | | | | | | |
|------|------------------------------|-----|----|---|----|---|----|--|--|--|--|--|
| 100 | Zone Actual | | | | | | | | | | | |
| 101 | Zone Conformity | 1N | | | | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | | | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | | | | | |
| 104 | Lot Width | | | | | | | | | | | |
| 105 | Lot Depth | | | | | | | | | | | |
| 106 | Square Foot or Acres | | | | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | | | | | |
| 108 | Lot Depth (useable) | | | | | | | | | | | |
| 110 | Lot Wd. (standard) | | | | | | | | | | | |
| 111 | Lot Depth (standard) | | | | | | | | | | | |
| 113 | Unit Value | | | | | | | | | | | |
| 114 | Representative Site | 1SS | | | | | | | | | | |
| 115 | Irregular | | | | | | | | | | | |
| 116 | Corner | | | | | | | | | | | |
| 117 | Grade | 1 | LW | | | | | | | | | |
| 118 | Slope | | | | | | | | | | | |
| 119 | Street Access | 1SS | | | | | | | | | | |
| 120 | Water Front | | | | | | | | | | | |
| 121 | Dock Suitability | 1N | | | | | | | | | | |
| 122 | Tide Land | | | | | | | | | | | |
| 123 | Alley | | | | | | | | | | | |
| 124 | Cul De Sac | | | | | | | | | | | |
| 125 | Thru Street | 1N | | | | | | | | | | |
| 126 | Street Front | 1N | | | | | | | | | | |
| 127 | Curbs & Gutters | | | | | | | | | | | |
| 128 | Sidewalks | | | | | | | | | | | |
| 129 | Street Surface | 1 | C | | | | | | | | | |
| 130 | Street Condition | 1SS | | | | | | | | | | |
| 131 | Street Traffic | 1H | | | | | | | | | | |
| 132 | Street Lights | 1N | | | | | | | | | | |
| 133 | Water | | | | | | | | | | | |
| 134 | Water System | | | | | | | | | | | |
| 135 | Sanitary Sewers | 1N | | | | | | | | | | |
| 136 | Storm Sewers | 1N | | | | | | | | | | |
| 137 | Underground Utilities | | | | | | | | | | | |

| VIEW | | | | | | | | | | | | |
|------|--------------------|-----|--|--|--|--|--|--|--|--|--|--|
| 140 | View Lot | | | | | | | | | | | |
| 141 | View Olympic Range | 1SS | | | | | | | | | | |
| 142 | View Cascade Range | 1SS | | | | | | | | | | |
| 143 | View Mt. Rainier | 1SS | | | | | | | | | | |
| 144 | View Pug. Sound | 1SS | | | | | | | | | | |
| 145 | View Lake | 1SS | | | | | | | | | | |
| 146 | View River | 1SS | | | | | | | | | | |
| 147 | View City | 1SS | | | | | | | | | | |
| 148 | Territorial View | 1SS | | | | | | | | | | |
| 149 | View Utilization | 1SS | | | | | | | | | | |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | | | | |
|---------------------------------|-------------------------|-----|--|--|--|--|--|--|--|--|--|--|
| 151 | Predominate Use | | | | | | | | | | | |
| 152 | Arch. Attractiveness | 1SS | | | | | | | | | | |
| 153 | Landscaping | 1SS | | | | | | | | | | |
| 154 | Unit Balance | 1SS | | | | | | | | | | |
| 155 | Esmts. & Restr. | 1SS | | | | | | | | | | |
| 156 | External Nuisances | 1SS | | | | | | | | | | |
| 157 | Conf. Gen. Neigh. | 1SS | | | | | | | | | | |
| 158 | Conf. Immed. Neigh. | 1SS | | | | | | | | | | |
| 159 | Prox. to Trans. | 1SS | | | | | | | | | | |
| 160 | Prox. to Soc. Service | 1SS | | | | | | | | | | |
| 161 | Prox. to Public Service | 1SS | | | | | | | | | | |
| 162 | Trend | 1SS | | | | | | | | | | |
| 163 | Planning | 1SS | | | | | | | | | | |
| 164 | Market Demand | 1SS | | | | | | | | | | |

| | | | | | | | | | | | | |
|-----|-------------------------------------|--|--|--|--|--|--|--|--|--|--|--|
| 165 | Land Use Code | | | | | | | | | | | |
| 166 | Base Lot Value | | | | | | | | | | | |
| 167 | Permanent Rev. Needed | | | | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | | | | |

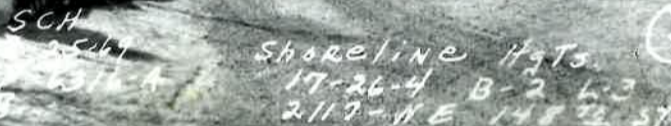
| STAFF | | | | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|--|--|--|--|--|
| 170 | Land Data Date | | | | | | | | | | | |
| 171 | Appraiser No. | | | | | | | | | | | |
| 172 | Reviewer No. | | | | | | | | | | | |
| 173 | Date | | | | | | | | | | | |

SSHA

8 Descrip

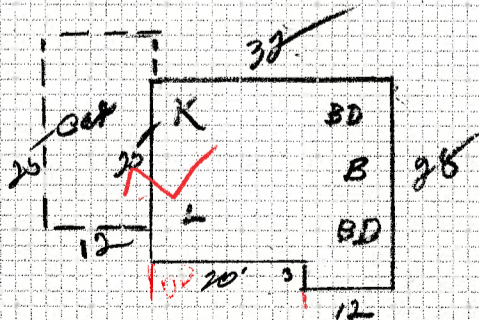
UNDERWATER TIDELANDS

Code



No. 88917 Date Issued 1948 P.V. _____
Date Const. Started 1948 Date Completed 1948
Date Occupied OCT 1948
Remodeled _____

Scale 1 CM = 10



1-8367

| | | | | |
|--|---|----|--|---|
| | 1 | OF | | 1 |
|--|---|----|--|---|

[illegible]

| | | | | | | |
|-----|--------------------|-----|----|----|----|--|
| 140 | View Lot | 1SS | 2Y | | | |
| 141 | View Olympic Range | 1SS | 2S | 3G | 4E | |
| 142 | View Cascade Range | 1SS | 2S | 3G | 4E | |
| 143 | View Mt. Rainier | 1SS | 2S | 3G | 4E | |
| 144 | View Pug. Sound | 1SS | 2S | 3G | 4E | |
| 145 | View Lake | 1SS | 2S | 3G | 4E | |
| 146 | View River | 1SS | 2S | 3G | 4E | |
| 147 | View City | 1SS | 2S | 3G | 4E | |
| 148 | Territorial View | 1SS | 2S | 3G | 4E | |
| 149 | View Utilization | 1SS | 2S | 3G | 4E | |

| | | | | | | |
|-----|-------------------------------------|------|----|------|--|--|
| 151 | Predominate Use | 1 SS | 2M | 30 | | |
| 152 | Arch. Attractiveness | 1 SS | XS | 3G | | |
| 153 | Landscaping | 1 SS | XS | 3G | | |
| 154 | Unit Balance | 1 SS | XS | 3G | | |
| 155 | Esmts. & Restrs. | 1 SS | XS | 3G | | |
| 156 | External Nuisances | 1 SS | XS | 3G | | |
| 157 | Conf. Gen. Neigh. | 1 SS | XS | 3G | | |
| 158 | Conf. Immed. Neigh. | 1 SS | XS | 3G | | |
| 159 | Prox. to Trans. | 1 SS | XS | 3G | | |
| 160 | Prox. to Soc. Service | 1 SS | XS | 3G | | |
| 161 | Prox. to Public Service | 1 SS | XS | 3G | | |
| 162 | Trend | 1 SS | XS | 3G | | |
| 163 | Planning | 1 SS | XS | 3G | | |
| 164 | Market Demand | 1 SS | XS | 3G | | |
| 165 | Land Use Code | | | | | |
| 166 | Base Lot Value | | \$ | 5000 | | |
| 167 | Permanent Rev. Needed | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | |

[illegible]

BUILDING DATA

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|---|--|--|--|--|---|--|--|--|--|---|--|--|--|--|---|--|--|--|--|---|--|--|--|--|
| MAJOR <u>777130</u> MINOR <u>0065</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 EXTERIOR | | | | | 19 ROOM DETAIL | | | | | 24 INSULATION | | | | | 200 | | | | | Condo | | | | | Co-op | | | | | Poss. Int. Units | | | | | 001 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bd. & Btn. <input type="checkbox"/> Shingle Rustic <input type="checkbox"/> Shake <input checked="" type="checkbox"/> Ced./Sid. <input type="checkbox"/> Conc. Blk. <input checked="" type="checkbox"/> Plywood <input checked="" type="checkbox"/> Brick Veneer % <u>TRIM</u> Stone % Other | | | | | No. <u>4</u> Entry Dining Fa/De/R Bedroom Bath Living Kitchen Utility | | | | | Walls <input checked="" type="checkbox"/> Ceiling Other | | | | | 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. Cabinets <input checked="" type="checkbox"/> Adeq. Cab. Matl. <input checked="" type="checkbox"/> SS <input checked="" type="checkbox"/> S Ctr. Matl. <input checked="" type="checkbox"/> SS <input checked="" type="checkbox"/> S Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | | | | 201 Use Type <input checked="" type="checkbox"/> 2M <input type="checkbox"/> 3G 202 Year Built <u>1948</u> Cost Year 19 <u>71</u> 203 Depreciation Table | | | | | 204 Functional <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G 205 Condition <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G 206 Workmanship <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G 207 No. of Stories <u>1</u> 208 Total Rooms <u>4</u> 209 Entry <u>0</u> 210 Dining <u>0</u> 211 Fam./Den/Rec. <u>0</u> 212 Bedrooms <u>2</u> 214 Utility Type Rooms <u>0</u> 215 No. of Built-Ins <u>0</u> 216 Adeq. Electric <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G 217 Adeq. Plumbing <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G 218 Adeq. Garage <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G 219 Adeq. Storage <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G 220 Bsmt. Garage Area 221 Unfin. Attic Area | | | | | 13 ROOF <input checked="" type="checkbox"/> Hip <input checked="" type="checkbox"/> Comp. <input checked="" type="checkbox"/> Gable <input type="checkbox"/> Tile/Slate <input type="checkbox"/> Shed <input type="checkbox"/> Tar/Gravel <input type="checkbox"/> Flat <input type="checkbox"/> Shingle <input checked="" type="checkbox"/> Gutters <input checked="" type="checkbox"/> Drain Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy Other | | | | | 26 FLOORS <u>3</u> HW <input type="checkbox"/> Conc. <input type="checkbox"/> Tile <u>1</u> SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. Other | | | | | 27 PLUMBING <input type="checkbox"/> Tub <input type="checkbox"/> Basin <input type="checkbox"/> Toilet <input type="checkbox"/> Shower St. Baths Full <input type="checkbox"/> 1 <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Sink <input type="checkbox"/> HW Tank <input type="checkbox"/> Laundry Conn. <input type="checkbox"/> Other Sgl. Outlets <input type="checkbox"/> Roughed in Baths Other | | | | | 28 FIREPLACE NO. <u>0</u> Bsmt. <input type="checkbox"/> 1st. <input type="checkbox"/> 2nd. <input type="checkbox"/> Sgl. <input type="checkbox"/> Mult. <input type="checkbox"/> Fr.Std. Brick <input type="checkbox"/> Stone Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Other | | | | | 29 PORCH No. 1 <input type="checkbox"/> OP <input type="checkbox"/> En <input type="checkbox"/> St. No. 2 <input type="checkbox"/> OP <input type="checkbox"/> En <input type="checkbox"/> St. No. 3 <input type="checkbox"/> OP <input type="checkbox"/> En <input type="checkbox"/> St. Other | | | | | 30 DECK <u>0</u> No. 1 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 2 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 3 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. Other | | | | | 30A SOURCE OF DATA Owner <u>11-10-72</u> Tenant N.H. N.H. Card Card Returned | | | | | 220 Per Cent Complete 230 Eff. Yr. 19 <u>52</u> Obsol % <u>1</u> Net Cond % 231 Grade <u>R1</u> <u>07</u> Variation <u>-05</u> 232 1st. Floor Area <u>840</u> 233 Upper Floors Area 234 Half Story Area 235 Unf. Floors 1/2 Full 236 Fin. Attic Grade Area 237 Strwy. to Unf. Attic <u>1N</u> <u>2Y</u> <u>3F</u> 238 Total Bsmt. Area 239 Fin. Bsmt. Grade Area 240 Daylite Bsmt. <u>1N</u> <u>2Y</u> 241 Ext. Brick % Ext. Stone % 242 Heating Source <input checked="" type="checkbox"/> Oil <u>2</u> <u>G</u> <u>3</u> <u>El.</u> 243 Heating System <input checked="" type="checkbox"/> F/W <u>2</u> <u>Gr</u> <u>3</u> <u>Rd.</u> 244 Heating Area <u>840</u> 245 Central Cooling Costs \$ 246 Bathrooms Full <u>1</u> <u>3/4</u> <u>0</u> <u>1/2</u> <u>0</u> 247 H.W. Tank/Sink/Laundry <u>1</u> 248 Other Single Plumbing Outlets <u>0</u> 249 Fireplaces Single Multi.-fl. Free-Std 250 Fireplace Add Outlets 251 Porch <u>1</u> <u>DK</u> <u>2</u> <u>OP</u> <u>3</u> <u>En</u> Area 252 Porch <u>1</u> <u>DK</u> <u>2</u> <u>OP</u> <u>3</u> <u>En</u> Area 253 Porch <u>1</u> <u>DK</u> <u>2</u> <u>OP</u> <u>3</u> <u>En</u> Area 254 Additional Costs \$ 255 Garage Att. Area <u>300</u> | | | | |
| 14 WINDOWS | | | | | 20 BUILT-INS NO. <u>0</u> | | | | | 21 ATTIC | | | | | 22 BASEMENT | | | | | 23 HEATING | | | | | 18 CONST CLASS | | | | | 17 ELECTRIC | | | | | 16 FLOOR CONST. | | | | | 15 FOUNDATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel <input type="checkbox"/> Alum. <input type="checkbox"/> SI/GI/Dr Other | | | | | B.B.Q. <input type="checkbox"/> Disp. D.W. <input type="checkbox"/> Intercom Fan. & Hd. <input type="checkbox"/> App. Is. Vacuum <input type="checkbox"/> Stereo Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di Other | | | | | None Unfinished Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Strwy. <u>1</u> <u>N</u> <u>2</u> <u>Y</u> <u>3</u> <u>F</u> Other | | | | | None <input type="checkbox"/> Part <input type="checkbox"/> Full Finished Rms. No. Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Daylite Bsmt. Garage <input type="checkbox"/> X Other | | | | | Oil <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Elec. F/W <input checked="" type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. BB <input type="checkbox"/> F.A. <input type="checkbox"/> HW Conversion Adeq. <input type="checkbox"/> Inadeq. Other | | | | | Single <input type="checkbox"/> Sub. Std. <input checked="" type="checkbox"/> Double <input checked="" type="checkbox"/> Std. Solid <input type="checkbox"/> Good Pre. Fab. <input type="checkbox"/> Special | | | | | Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other | | | | | Flr. Joists <u>2</u> X <u>8</u> Bridged <u>16</u> O.C. Post & Beam <input checked="" type="checkbox"/> X Stud Bearing <input checked="" type="checkbox"/> X Concrete Slab Hidden | | | | | Concrete <u>6</u> Thick Concrete Block Post & Pier Other | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Code 31 REMARKS New picture - picked up patio - OP gas - Garage now bedroom - living in now - just needs siding 10/90 SS HA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 MISCELLANEOUS IMPROVEMENTS | | | | | | | | | | ACCESSORY IMPROVEMENTS | | | | | | | | | | STAFF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Year Items Const Gr Floor Roof Dimensions Area \$ F.V. 1950 GAR ATT FR CONC COMP 12x36 300 patio slab CONC 8x10 80 OP FR CONC COMP 5x20 100 | | | | | | | | | | 258 Gar. Det. Grade Area 259 Eff. Year 19 Net Cond. % 260 Carport Area 262 No. of Parking Stalls <u>1</u> 266 Pool Grade Area 267 Pool Eff. Yr. 19 Net Cond. % 268 1 Poured 2 Gunite 3 Fib. gl. 4 Plastic 269 Concrete Area 270 Asphalt Area 271 Other Misc. Imps. Value \$ 272 Permanent Review Needed | | | | | | | | | | 282 Building Data Date 283 Appraiser No. 284 Reviewer No. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 51 PRINCIPAL BUILDING | | | | | | | | | | STAFF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FI Dimensions Area FI Dimensions Area FI Dimensions Area 1 25x32 800 x 1 3x12 36 x 1 TOTAL 836 x 12x25 300 x | | | | | | | | | | 282 Building Data Date 283 Appraiser No. 284 Reviewer No. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

T-1136

H.C. 1972 Roll
R1-7

District 6316 2 Addition Shoreline Hts
Section 17 Twp. 26 Range 4 EWM. Block 7 Tract or Lot No. 3
Description
Permit No. 88917
Date 6-8-48
3 Address of Property 2117 N 148
4 Fee Owner
5 Architect
6 Original Building Cost \$ Owner-Tenant Occupied Rental per Month \$ Estimated Rental per Month \$
7 Condition of Exterior g Interior g Foundation g Floor Plan Good g Accept g Poor

| | | | | |
|--|--|--|---|---|
| BUILDING <input checked="" type="checkbox"/> One Family Dwelling <input type="checkbox"/> Two Family Dwelling <input type="checkbox"/> No. of Stories <input type="checkbox"/> No. of Rooms <input type="checkbox"/> Basement <input type="checkbox"/> First Floor <input type="checkbox"/> Second Floor <input type="checkbox"/> Third Floor <input type="checkbox"/> Attic | TILE LINO Floor-Wall.....Bath Floor-Wall.....Lavatory Floor-Wall..... Floor-Wall..... Floor-Wall.....Shower Floor-Wall.....Kitchen Kitchen Drain Board None <input checked="" type="checkbox"/> Unfinished <input checked="" type="checkbox"/> | ATTIC Stairway Opened.....Closed Finished Unfinished Useful DORMERS No.....Width..... | PORCHES One Story Two Story Unroofed Brick and or Concrete Cement Floor Recessed Glassed Enclosed <u>No</u> | EXTERIOR WALLS Boards and Batten <input checked="" type="checkbox"/> Shiplap Rustic Cedar Siding Shingles <input checked="" type="checkbox"/> Shakes Stucco on.....Lath Brick Veneer <u>alum</u> Kind |
|--|--|--|---|---|

| | | |
|--|---|--|
| INTERIOR WALLS <input checked="" type="checkbox"/> Plaster <input checked="" type="checkbox"/> Plaster Board <input type="checkbox"/> Celotex <input type="checkbox"/> Plywood <input type="checkbox"/> Ceiled | Date first occupied, Month <u>Oct</u> 19 <u>48</u> Date Built, 19 <u>48</u> Unfinished <input checked="" type="checkbox"/> Moved, 19 Date Finished, 19 <u>52</u> Rebuilt, 19 Effective Age <u>19</u> Years Future Life <u>22</u> Years Dep. for Cond. <u>190</u> Dep. for O.B. Dep. for ES Total <u>12%</u> | BUILT-INS <input checked="" type="checkbox"/> Kitchen <input checked="" type="checkbox"/> Closets |
|--|---|--|

| | |
|--|--|
| <input checked="" type="checkbox"/> Open Studs <input type="checkbox"/> Painted <input type="checkbox"/> Kalsomine <input type="checkbox"/> Papered <input checked="" type="checkbox"/> Unfinished Walls | CONSTRUCTION <input checked="" type="checkbox"/> Single <input checked="" type="checkbox"/> Double Solid Very Cheap Cheap Medium <input checked="" type="checkbox"/> Good Special |
|--|--|

| | |
|--|--|
| FLOORS <input checked="" type="checkbox"/> 3 Hardwood <input type="checkbox"/> 1 Fir <input type="checkbox"/> Concrete <input type="checkbox"/> Asphalt Tile <input checked="" type="checkbox"/> Shiplap | CEILING HEIGHT Basement ft. in. 1st Floor 8 ft. in. 2nd Floor ft. in. 3rd Floor ft. in. Attic Low High |
|--|--|

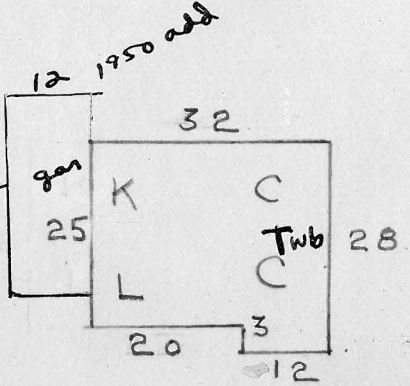
| | | |
|---|---|---|
| FIREPLACE—No. <input type="checkbox"/> Stems <input type="checkbox"/> Bsmt. 1st 2nd <input type="checkbox"/> Brick <input type="checkbox"/> Tile Face <input type="checkbox"/> Cobblestone <input type="checkbox"/> Unfinished | HEATING <input checked="" type="checkbox"/> Stove <input type="checkbox"/> Pipeless Furnace <input type="checkbox"/> Floor Furnace <input type="checkbox"/> Hot Air Furnace <input type="checkbox"/> Fan <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Stoker <input type="checkbox"/> Pot Oil Burner <input type="checkbox"/> Pressure Oil Burner <input type="checkbox"/> Oil Burning Unit <input type="checkbox"/> Air Cond. Comp. <input type="checkbox"/> Radiant <input type="checkbox"/> Hot Water <input type="checkbox"/> Electric | GROUND FLOOR AREA 836 Sq. Ft. |
|---|---|---|

| | | |
|---|---|---|
| INTERIOR TRIM <input checked="" type="checkbox"/> Hardwood <input checked="" type="checkbox"/> Mahogany <input checked="" type="checkbox"/> Fir <input checked="" type="checkbox"/> Unfinished | FOUNDATION <input checked="" type="checkbox"/> Concrete Thick <input type="checkbox"/> Cement Blocks <input type="checkbox"/> Stone or Brick <input type="checkbox"/> Wood Post Concrete Block | EXTRA FEATURES <input type="checkbox"/> Cathedral Ceiling <input type="checkbox"/> Insulated |
|---|---|---|

| | | |
|---|---|--|
| PLUMBING <input checked="" type="checkbox"/> No. of Fixtures <input type="checkbox"/> Tub—Leg or Pem. <input type="checkbox"/> Toilets <input type="checkbox"/> Basin—Pedestal <input type="checkbox"/> Sink <input type="checkbox"/> Shower Stall <input type="checkbox"/> Hot Water Tank <input type="checkbox"/> Laundry Trays <input checked="" type="checkbox"/> Non auto washer <input type="checkbox"/> Unfinished <input type="checkbox"/> Expensive <input type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Cheap <input type="checkbox"/> D. S. Sewer Conn. | ROOF <input type="checkbox"/> Shingle <input checked="" type="checkbox"/> Shake <input type="checkbox"/> Composition <input type="checkbox"/> Tile or Slate <input type="checkbox"/> Tar and Gravel <input type="checkbox"/> Tar Paper | FLOOR CONSTRUCTION 1st Floor Joists <u>2x8x16</u> Bridged Post Size <u>6x6</u> Beam Size <u>6x6</u> |
|---|---|--|

| | | |
|---|---|--|
| FOUNDATION <input checked="" type="checkbox"/> Concrete Thick <input type="checkbox"/> Cement Blocks <input type="checkbox"/> Stone or Brick <input type="checkbox"/> Wood Post Concrete Block | EXTRA FEATURES <input type="checkbox"/> Cathedral Ceiling <input type="checkbox"/> Insulated | FLOOR CONSTRUCTION 1st Floor Joists <u>2x8x16</u> Bridged Post Size <u>6x6</u> Beam Size <u>6x6</u> |
|---|---|--|

| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|-----------------|--------------|-------------|------|------|------------|------------|--------|-------|--------|---------|-----------|
| Garage | 1950 | Plate Shake | conc | comp | 1 | 12 x 25 | 300 | g | \$ | \$ | \$ |
| | | | | | | x | | \$ | | \$ | \$ |
| | | | | | | x | | \$ | | \$ | \$ |
| | | | | | | x | | \$ | | \$ | \$ |



77713

0065

777130-0065

630

1250 7035
4590

| LIMITS | ROAD | SCHOOL | WATER | FIRE | TOTAL | ACREAGE | TIMBER | IMPROVED | UNIMPROVED |
|--------|------|--------|--------|-------|-------|---------------|--------------------------|----------------------|------------------------|
| Co | 3 | 4.2 | | 4 | | SEWER L.C. | HSPTL. | AIRPT. | FERRY |
| | | | | | | L.C. | | | Metro |
| | | | | | | | | | PK. & REC. SHLN LIB |
| YR. | AC | LAND | BLDG. | TOTAL | BY | DATE | REASON | FOR OWNER | DATE |
| 1950 | | | 300 | | MS. | 3-49 | New Prop. (Huffman) | 2410-E574340-472,000 | 5/27/63 |
| 1952 | | 180 | 1050 | 1230 | Ca | 2-51 | New Mar, E-10 pty - 1950 | | |
| 1957 | | 330 | 1050 | 1380 | at | 5-28-56 | Per | | |
| 1962 | | 330 | 1250 | 1580 | Mo | 12/9/60 | RD | | |
| 1963 | | 630 | 1250 | 1880 | LL | 9-21-61 | RD | | |
| 1969 | | 780 | 1250 | 2030 | RD | 11-26-61 | RD | | |
| 1971 | L | 1560 B | 2500 T | 4060 | | | 777130-0065-0 8/19 | | |
| 1972 | | 2400 | 4720 | 7120 | RD | 2-16-71 | RD-1 | | |
| 1972 | L | 1906 B | 3748 T | 5654 | | | 777130-0065-0 9/71 | | |
| 1973 | L | 2400 B | 4720 T | 7120 | | | 777130-0065-0 9/71 | | |
| 19 | | | | | | | | | |
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☐ ☐ OF ☐ ☐

ASSESSORS FORM #84
REV. 1-1-72

| | | | | |
|--|--|----|--|--|
| | | OF | | |
|--|--|----|--|--|

8 Des

UNDERWATER TIDELANDS

Code



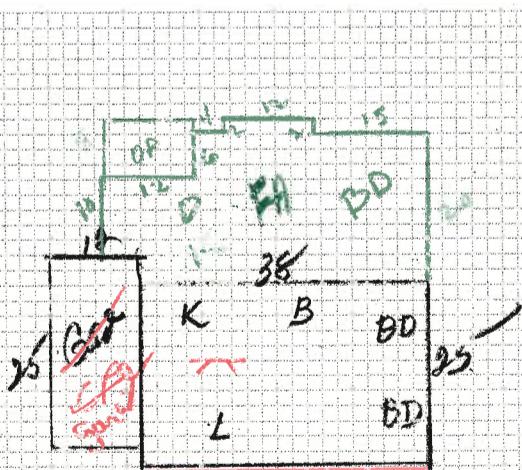
W
11-28-50 SHORELINE HTS.
F 6316 B-2 L-4
2123 N148

PERMIT INFORMATION

No. 100707 Date Issued 6/9/50 P.V. _____
Date Const. Started 1950 Date Completed 1950
Date Occupied 10/1/52
Remodeled _____

PLAT OF BUILDING

Scale 1 CM = 10'



1 - 950¢

| | | | | | | | | | | | | |
|-----|------------------------------|-----------------|----|-----------------|-----|----|----------------|----|----------------|---|--|--|
| 100 | Zone Actual | | / | | | | | | | | | |
| 101 | Zone Conformity | 1 ^N | | X | | | | | | | | |
| 102 | Hgt. & Best Use | 1 ^N | | X | | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST | | | |
| 104 | Lot Width | | | | | | | 6 | X | | | |
| 105 | Lot Depth | | | | | | | 1 | 3 | 5 | | |
| 106 | Square Foot or Acres | | | | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | % | 1 | X | X | | | |
| 108 | Lot Depth (useable) | | | | | % | 1 | X | X | | | |
| 110 | Lot Wd. (standard) | | | | | | | 6 | X | | | |
| 111 | Lot Depth (standard) | | | | | | | 1 | 3 | 5 | | |
| 113 | Unit Value | | | | | | 1/8 | X | X | | | |
| 114 | Representative Site | 1 ^{SS} | | X | | | 3 ^G | | | | | |
| 115 | Irregular | X | | 2 ^Y | | | | | | | | |
| 116 | Corner | X | | 2 ^Y | | | | | | | | |
| 117 | Grade | 1 | LW | X | | Ev | 3 | HG | | | | |
| 118 | Slope | X | LV | 2 | S/U | 3 | S/D | 4 | BK | | | |
| 119 | Street Access | 1 ^{SS} | | X | | | 3 ^G | | | | | |
| 120 | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV | | | |
| 121 | Dock Suitability | 1 ^N | | 2 ^P | | | 3 ^Y | | | | | |
| 122 | Tide Land | X | | 2 ^Y | | | | | | | | |
| 123 | Alley | X | | 2 ^Y | | | | | | | | |
| 124 | Cul De Sac | X | | 2 ^Y | | | | | | | | |
| 125 | Thru Street | 1 ^N | | X | | | | | | | | |
| 126 | Street Front | 1 ^N | | X | | | | | | | | |
| 127 | Curbs & Gutters | X | | 2 ^P | | | 3 ^Y | | | | | |
| 128 | Sidewalks | X | | 2 ^P | | | 3 ^Y | | | | | |
| 129 | Street Surface | 1 | C | X | BT | 3 | 0 | 4 | GF | | | |
| 130 | Street Condition | 1 ^{SS} | | X | | | 3 ^G | | | | | |
| 131 | Street Traffic | 1 ^H | | 2 ^N | X | | | | | | | |
| 132 | Street Lights | 1 ^N | | 2 ^{SS} | X | | | | 4 ^G | | | |
| 133 | Water | X | WD | 2 | PR | 3 | B | | | | | |
| 134 | Water System | X | AD | 2 | IA | | | | | | | |
| 135 | Sanitary Sewers | 1 ^N | | X | | | | | | | | |
| 136 | Storm Sewers | 1 ^N | | X | | | | | | | | |
| 137 | Underground Utilities | X | | 2 ^P | | | 3 ^Y | | | | | |

VIEW

| | | | | | | |
|-----|--------------------|--------------|----|----|----|--|
| 140 | View Lot | X | 2Y | | | |
| 141 | View Olympic Range | 1SS | 2S | 3G | 4E | |
| 142 | View Cascade Range | 1SS | 2S | 3G | 4E | |
| 143 | View Mt. Rainier | 1SS | 2S | 3G | 4E | |
| 144 | View Pug. Sound | 1SS | 2S | 3G | 4E | |
| 145 | View Lake | 1SS | 2S | 3G | 4E | |
| 146 | View River | 1SS | 2S | 3G | 4E | |
| 147 | View City | 1SS | 2S | 3G | 4E | |
| 148 | Territorial View | 1SS | 2S | 3G | 4E | |
| 149 | View Utilization | 1SS | 2S | 3G | 4E | |

NEIGHBORHOOD AND TOTAL PROPERTY

| | | | | | | | | | |
|-----|-------------------------------------|--------------|--------------|-----|--|--|--|--|--|
| 151 | Predominate Use | X | 1M | 30 | | | | | |
| 152 | Arch. Attractiveness | 1SS | X | 3G | | | | | |
| 153 | Landscaping | 1SS | X | 3G | | | | | |
| 154 | Unit Balance | 1SS | X | 3G | | | | | |
| 155 | Esmts. & Restrs. | 1SS | X | 3G | | | | | |
| 156 | External Nuisances | 1SS | X | 3G | | | | | |
| 157 | Conf. Gen. Neigh. | 1SS | X | 3G | | | | | |
| 158 | Conf. Immed. Neigh. | 1SS | X | 3G | | | | | |
| 159 | Prox. to Trans. | 1SS | X | 3G | | | | | |
| 160 | Prox. to Soc. Service | 1SS | X | 3G | | | | | |
| 161 | Prox. to Public Service | 1SS | X | 3G | | | | | |
| 162 | Trend | 1SS | X | 3G | | | | | |
| 163 | Planning | 1SS | X | 3G | | | | | |
| 164 | Market Demand | 1SS | X | 3G | | | | | |
| 165 | Land Use Code | | | | | | | | |
| 166 | Base Lot Value | | \$ | 500 | | | | | |
| 167 | Permanent Rev. Needed | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | |

STAFF

| | | | | |
|-----|----------------|-------|------|------|
| 170 | Land Data Date | | 11 | 7 |
| 171 | Appraiser No. | | 1905 | |
| 172 | Reviewer No. | | | |
| 185 | Date | 9/7/1 | Sale | 1895 |

BUILDING DATA

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|-----|--|--|--|--|
| MAJOR <u>777130</u> MINOR <u>0070</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 EXTERIOR | | | | | 19 ROOM DETAIL | | | | | 24 INSULATION | | | | | 200 Condo | | | | | Co-op | | | | | Poss. Int. Units | | | | | 001 | | | | |
| Bd. & Btn. <input type="checkbox"/> Shingle Rustic <input checked="" type="checkbox"/> Shake Ced./Sid. <input type="checkbox"/> Conc. Blk. Plywood <input type="checkbox"/> <input checked="" type="checkbox"/> Brick Veneer % <u>30%</u> Stone % <input type="checkbox"/> Other <input type="checkbox"/> | | | | | No. <u>6</u> Entry Dining Fa/De/R Bedroom <u>3</u> Bath <u>1</u> Living <u>1</u> Kitchen <u>1</u> Utility | | | | | Walls <input checked="" type="checkbox"/> Ceiling Other | | | | | 25 KITCHEN Eat. Area Adeq. <input checked="" type="checkbox"/> Inad. Cabinets Adeq. <input checked="" type="checkbox"/> Inad. Cab. Matl. SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ctr. Matl. SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | | | | 201 Use Type <input checked="" type="checkbox"/> 2M <input type="checkbox"/> 30 | | | | | 202 Year Built <u>1950</u> Cost Year <u>1971</u> | | | | | | | | | |
| 13 ROOF | | | | | 20 BUILT-INS NO. <u>2</u> | | | | | 26 FLOORS | | | | | 203 Depreciation Table | | | | | 204 Functional | | | | | 1SS <input checked="" type="checkbox"/> 3G | | | | | | | | | |
| <input checked="" type="checkbox"/> Hip <input checked="" type="checkbox"/> Comp. <input checked="" type="checkbox"/> Gable <input type="checkbox"/> Tile/Slate <input type="checkbox"/> Shed <input type="checkbox"/> Tar/Gravel <input type="checkbox"/> Flat <input type="checkbox"/> Shingle <input checked="" type="checkbox"/> Gutters <input checked="" type="checkbox"/> Drain <input type="checkbox"/> Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy Other <input type="checkbox"/> | | | | | Grade <u>S</u> Unf. 1/2 Floor Area Sq. Ft. Unf. Full Floor Area Sq. Ft. | | | | | 4 HW <input type="checkbox"/> Conc. <input type="checkbox"/> Tile 1 SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. Other | | | | | 205 Condition 1SS <input checked="" type="checkbox"/> 3G | | | | | 206 Workmanship 1SS <input checked="" type="checkbox"/> 3G | | | | | | | | | | | | | | |
| 14 WINDOWS | | | | | 21 ATTIC | | | | | 27 PLUMBING | | | | | 207 No. of Stories | | | | | 208 Total Rooms | | | | | 7 | | | | | | | | | |
| <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel <input type="checkbox"/> Alum. <input type="checkbox"/> SI/GI/Dr Other <input type="checkbox"/> | | | | | B.BQ. <input type="checkbox"/> Disp. D.W. <input type="checkbox"/> Intercom Fan. & Hd. <input type="checkbox"/> App. Is. Vacuum <input type="checkbox"/> Stereo Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di Other <input type="checkbox"/> | | | | | 1 Tub <input type="checkbox"/> Basin 1 Toilet <input type="checkbox"/> Shower St. Baths Full <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G 1 Sink <input type="checkbox"/> HW Tank Laundry Conn. Other Sgl. Outlets Roughed in Baths Other | | | | | 209 Entry | | | | | 210 Dining | | | | | 211 Fam/Den/Rec. | | | | | | | | | |
| 15 FOUNDATION | | | | | 22 BASEMENT | | | | | 28 FIREPLACE NO. / | | | | | 212 Bedrooms | | | | | 213 Utility Type Rooms | | | | | 214 | | | | | | | | | |
| <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Thick <input type="checkbox"/> Concrete Block <input type="checkbox"/> Post & Pier Other <input type="checkbox"/> | | | | | <input checked="" type="checkbox"/> None <input type="checkbox"/> Unfinished Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Strwy. <u>1</u> <u>N</u> <u>2</u> <u>Y</u> <u>3</u> <u>F</u> Other | | | | | Bsmt. <u>1</u> 1st. <input type="checkbox"/> 2nd. <input type="checkbox"/> Sgl. <input type="checkbox"/> Mult. <input type="checkbox"/> Fr.Std. Brick <input type="checkbox"/> Stone <input type="checkbox"/> Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other | | | | | 215 No. of Built-Ins | | | | | 216 Adeq. Electric 1SS <input checked="" type="checkbox"/> 3G | | | | | 217 Adeq. Plumbing 1SS <input checked="" type="checkbox"/> 3G | | | | | | | | | |
| 16 FLOOR CONST. | | | | | 23 HEATING | | | | | 30 DECK <u>Small</u> | | | | | 218 Adeq. Garage | | | | | 219 Adeq. Storage | | | | | 1SS <input checked="" type="checkbox"/> 3G | | | | | | | | | |
| Flr. Joists <u>2</u> X <u>8</u> <input type="checkbox"/> Bridged <u>16</u> O.C. Post & Beam <input checked="" type="checkbox"/> Stud Bearing <input checked="" type="checkbox"/> <input type="checkbox"/> Concrete Slab <input type="checkbox"/> Hidden | | | | | <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Elec. <input checked="" type="checkbox"/> Fwf <input type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. BB <input type="checkbox"/> F.A. <input type="checkbox"/> HW <input checked="" type="checkbox"/> Conversion <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inadeq. Other <input type="checkbox"/> | | | | | No. 1 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 2 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 3 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. Other | | | | | 220 Bsmt. Garage Area | | | | | 221 Unfin. Attic Area | | | | | | | | | | | | | | |
| 17 ELECTRIC | | | | | 30A SOURCE OF DATA | | | | | 222 Per Cent Complete | | | | | 223 Eff. Yr. <u>54</u> Obsol % | | | | | Net Cond % | | | | | | | | | | | | | | |
| Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other <input type="checkbox"/> | | | | | Owner <u>11-10-72</u> Tenant N.H. N.H. Card Card Returned | | | | | 224 Heating Source <input checked="" type="checkbox"/> Oil 2 G 3 El. 225 Heating System <input checked="" type="checkbox"/> F/W 2 Gr 3 Rd. 226 Heating Area <u>1950</u> 227 Central Cooling Costs \$ 228 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | 229 Grade <u>R107</u> Variation 230 1st. Floor Area <u>1740</u> 231 Upper Floors Area 232 Half Story Area <u>240</u> 233 Unf. Floors 1/2 Full 234 Fin. Attic Grade Area 235 Strwy. to Unf. Attic 1N 2Y 3F 236 Total Bsmt. Area 237 Fin. Bsmt. Grade Area 238 Daylite Bsmt. 1N 2Y 239 Ext. Brick % <u>30</u> Ext. Stone % | | | | | 240 Heating Area <u>1950</u> 241 Central Cooling Costs \$ 242 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | | | | | | | | | | |
| 18 CONST CLASS | | | | | 50 MISCELLANEOUS IMPROVEMENTS | | | | | 243 Heating | | | | | 244 Central Cooling Costs | | | | | 245 Bathrooms | | | | | Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | | | | | |
| <input checked="" type="checkbox"/> Single <input type="checkbox"/> Sub. Std. <input checked="" type="checkbox"/> Double <input checked="" type="checkbox"/> Std. <input type="checkbox"/> Solid <input type="checkbox"/> Good <input type="checkbox"/> Pre. Fab. <input type="checkbox"/> Special | | | | | Year <u>1980</u> Items <u>ATT</u> Const <u>FR</u> Gr <u>CONC</u> Floor <u>COMP</u> Roof <u>12X23</u> Dimensions <u>300</u> Area <u>96</u> \$F.V. <u>96</u> <u>PH1</u> <u>NO Comp</u> <u>86X12</u> | | | | | 246 Heating Area <u>1950</u> 247 Central Cooling Costs \$ 248 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | 249 Heating Area <u>1950</u> 250 Central Cooling Costs \$ 251 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | 252 Heating Area <u>1950</u> 253 Central Cooling Costs \$ 254 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | | | | | | | | | | |
| Code <u>31</u> REMARKS | | | | | 51 PRINCIPAL BUILDING | | | | | 255 Heating | | | | | 256 Central Cooling Costs | | | | | 257 Bathrooms | | | | | Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | | | | | |
| <u>30A own outside & leasing all questions</u> | | | | | FI Dimensions Area FI Dimensions Area FI Dimensions Area <u>1</u> <u>35 x 38</u> <u>950</u> <u>1</u> <u>2 x 12</u> <u>24</u> <u>12 x 20</u> <u>240</u> <u>1</u> <u>20 x 31</u> <u>620</u> <u>1</u> <u>x</u> <u>792</u> <u>x</u> <u>x</u> <u>x</u> <u>1</u> <u>4 x 7</u> <u>28</u> <u>1</u> <u>x</u> <u>950</u> <u>x</u> <u>x</u> <u>x</u> <u>1</u> <u>10 x 12</u> <u>120</u> <u>1</u> <u>x</u> <u>1742</u> <u>x</u> <u>x</u> <u>x</u> | | | | | 258 Heating Area <u>1950</u> 259 Central Cooling Costs \$ 260 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | 261 Heating Area <u>1950</u> 262 Central Cooling Costs \$ 263 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | 264 Heating Area <u>1950</u> 265 Central Cooling Costs \$ 266 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> | | | | | | | | | | | | | | |
| | | | | | | | | | | 258 Gar. Det. Grade | | | | | 259 Eff. Year | | | | | 19 | | | | | Net Cond. % | | | | | | | | | |
| | | | | | | | | | | 260 Carport | | | | | 261 No. of Parking Stalls | | | | | 1 | | | | | | | | | | | | | | |
| | | | | | | | | | | 262 Pool | | | | | 263 Pool Eff. Yr. | | | | | 19 | | | | | Net Cond. % | | | | | | | | | |
| | | | | | | | | | | 264 1. Poured 2. Gunite 3. Fib. gl. 4. Plastic | | | | | 265 Concrete | | | | | Area | | | | | | | | | | | | | | |
| | | | | | | | | | | 266 Asphalt | | | | | 267 Other Misc. Imps. Value | | | | | \$ | | | | | | | | | | | | | | |
| | | | | | | | | | | 268 Permanent Review Needed | | | | | 269 | | | | | 1 | | | | | 0 | | | | | | | | | |
| | | | | | | | | | | 270 | | | | | 271 | | | | | 272 | | | | | | | | | | | | | | |
| | | | | | | | | | | 273 | | | | | 274 | | | | | 275 | | | | | | | | | | | | | | |
| | | | | | | | | | | 276 | | | | | 277 | | | | | 278 | | | | | | | | | | | | | | |
| | | | | | | | | | | 279 | | | | | 280 | | | | | 281 | | | | | | | | | | | | | | |
| | | | | | | | | | | 282 Building Data Date | | | | | 283 Appraiser No. | | | | | 284 Reviewer No. | | | | | | | | | | | | | | |

K.C. 1972 Roll
RI-7

District 6316 A 2 Addition Shoreline HTs
Section 17 Twp. 26 Range 4 EWM. Block 2 Tract or Lot No. 4
Permit No. 100707 Description _____
Date 6-9-50 KC-22804 RI-7
3 Address of Property 2123-N-148 Cont. Purchase _____
4 Fee Owner _____ Contractor _____
5 Architect _____
6 Original Building Cost \$ _____ Owner-Tenant Occupied _____ Rental per Month \$ _____ Estimated Rental per Month \$ _____
7 Condition of Exterior X A Interior A A Foundation A A Floor Plan Good X Accept _____ Poor _____

| | | | | |
|--|--|--|--|--|
| BUILDING <input checked="" type="checkbox"/> One Family Dwelling <input type="checkbox"/> Two Family Dwelling No. of Stories <u>EST 10-70 F.S.</u> No. of Rooms <u>10-70 F.S.</u> Basement <u>5</u> First Floor Second Floor Third Floor Attic | TILE <input checked="" type="checkbox"/> Floor-Wall Bath <input type="checkbox"/> Floor-Wall Lavatory <input type="checkbox"/> Floor-Wall <input type="checkbox"/> Floor-Wall <input type="checkbox"/> Floor-Wall Shower <input checked="" type="checkbox"/> Floor-Wall Kitchen <input type="checkbox"/> Kitchen Drain Board <input type="checkbox"/> None <input type="checkbox"/> Unfinished | ATTIC <input type="checkbox"/> Stairway <input type="checkbox"/> Opened Closed <input type="checkbox"/> Finished <input type="checkbox"/> Unfinished <input type="checkbox"/> Useful DORMERS <input type="checkbox"/> No. Width | PORCHES <input type="checkbox"/> One Story <input type="checkbox"/> Two Story <input type="checkbox"/> Unroofed <input type="checkbox"/> Brick and or Concrete <input checked="" type="checkbox"/> Cement Floor 4x4 <input type="checkbox"/> Recessed <u>ea.</u> <input type="checkbox"/> Glassed <input type="checkbox"/> Enclosed | EXTERIOR WALLS <input type="checkbox"/> Boards and Batten <input type="checkbox"/> Shiplap <input type="checkbox"/> Rustic <input type="checkbox"/> Cedar Siding <input type="checkbox"/> Shingles <input checked="" type="checkbox"/> Shakes <u>3/4</u> <input type="checkbox"/> Stucco on Lath <input checked="" type="checkbox"/> Brick Veneer <u>front 304 ft</u> <u>Tile</u> Kind |
|--|--|--|--|--|

| | | |
|--|---|--|
| INTERIOR WALLS <input type="checkbox"/> Plaster <input checked="" type="checkbox"/> Plaster Board <input type="checkbox"/> Celotex <input type="checkbox"/> Plywood <input type="checkbox"/> Ceiled <input type="checkbox"/> Open Studs <input checked="" type="checkbox"/> Painted <input type="checkbox"/> Kalsomine <input type="checkbox"/> Papered <input type="checkbox"/> Unfinished Walls | Date first occupied, Month <u>10-1-50</u> 19_____ Date Built, 19 <u>50</u> Unfinished <input type="checkbox"/> Moved, 19_____ Date Finished, 19 <u>50</u> Rebuilt, 19_____ Effective Age <u>20</u> Years Future Life <u>50</u> Years Dep. for Cond. _____ Dep. for O.B. _____ Dep. for ES. _____ Total <u>170</u> | BUILT-INS <input checked="" type="checkbox"/> Kitchen <input checked="" type="checkbox"/> Closets |
|--|---|--|

| | |
|---|--|
| FLOORS <input checked="" type="checkbox"/> Hardwood <input type="checkbox"/> Fir <input type="checkbox"/> Concrete <input type="checkbox"/> Asphalt Tile <input type="checkbox"/> Shiplap | CONSTRUCTION <input checked="" type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Solid <input type="checkbox"/> Very Cheap <input type="checkbox"/> Cheap <input checked="" type="checkbox"/> Medium <u>Arb.</u> <input type="checkbox"/> Good <input type="checkbox"/> Special |
|---|--|

| | |
|--|---|
| FIREPLACE—No. 1 <input type="checkbox"/> Stems <input type="checkbox"/> Bsmt. 1st 2nd <input checked="" type="checkbox"/> Brick <input type="checkbox"/> Tile Face <input type="checkbox"/> Cobblestone <input type="checkbox"/> Unfinished | CEILING HEIGHT Basement ft. in. 1st Floor <u>8</u> ft. in. 2nd Floor ft. in. 3rd Floor ft. in. Attic Low High |
|--|---|

| | |
|--|---|
| INTERIOR TRIM <input type="checkbox"/> Hardwood <input type="checkbox"/> Mahogany <input checked="" type="checkbox"/> Fir <input type="checkbox"/> Unfinished | PLUMBING <input checked="" type="checkbox"/> No. of Fixtures <input type="checkbox"/> Tub—Leg or Pem. <input type="checkbox"/> Toilets <input type="checkbox"/> Basin—Pedestal <input type="checkbox"/> Sink <input type="checkbox"/> Shower Stall <input type="checkbox"/> Hot Water Tank <input checked="" type="checkbox"/> Laundry Trays <u>in back</u> <input type="checkbox"/> None <input type="checkbox"/> Unfinished <input type="checkbox"/> Expensive <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Cheap <input checked="" type="checkbox"/> D. S. Sewer Conn. |
|--|---|

| | | |
|--|---|---|
| BASEMENT <input type="checkbox"/> Full <input type="checkbox"/> Part _____ % <input type="checkbox"/> To first Floor Joist <input type="checkbox"/> Frame and Concrete ft. ft. <input type="checkbox"/> Cement Blocks Floor <input type="checkbox"/> Recreation Room <input type="checkbox"/> Living Rooms <input type="checkbox"/> Service Rooms <input type="checkbox"/> Garage <input type="checkbox"/> Drain <input type="checkbox"/> Unfinished | HEATING <input type="checkbox"/> Stove <input type="checkbox"/> Pipeless Furnace <input checked="" type="checkbox"/> Floor Furnace <input checked="" type="checkbox"/> Hot Air Furnace <input type="checkbox"/> Fan <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Stoker <input checked="" type="checkbox"/> Pot Oil Burner <input type="checkbox"/> Pressure Oil Burner <input type="checkbox"/> Oil Burning Unit <input type="checkbox"/> Air Cond. Comp. <input type="checkbox"/> Radiant <input type="checkbox"/> Hot Water <input type="checkbox"/> Electric | GROUND FLOOR AREA SCALE <input type="checkbox"/> FT. <u>950</u> Sq. Ft. <u>1750</u> |
|--|---|---|

| | |
|---|---|
| FOUNDATION <input checked="" type="checkbox"/> Concrete Thick <input type="checkbox"/> Cement Blocks <input type="checkbox"/> Stone or Brick <input type="checkbox"/> Wood Post Concrete Block | EXTRA FEATURES <input type="checkbox"/> Cathedral Ceiling <input checked="" type="checkbox"/> Insulated roof |
|---|---|

| | |
|---|---|
| ROOF <input type="checkbox"/> Shingle <input type="checkbox"/> Shake <input checked="" type="checkbox"/> Composition panel <input type="checkbox"/> Tile or Slate <input type="checkbox"/> Tar and Gravel <input type="checkbox"/> Tar Paper | FLOOR CONSTRUCTION 1st Floor Joists <u>2x8x16</u> <input type="checkbox"/> Bridged Post Size <u>6x6</u> Beam Size <u>6x8</u> |
|---|---|

| | | | | | | | | | | | |
|------------------------|---------------------|--------------|-------------|-------------|-------------------|-------------------|---------------|--------------|---------------|----------------|------------------|
| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
| Garage <u>Att</u> | <u>Shake</u> | <u>Conc</u> | <u>Comp</u> | <u>1</u> | <u>12 x 25</u> | <u>300</u> | <u>9</u> | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |

| | | | | | | | | | | | |
|------------------------|---------------------|--------------|-------------|-------------|-------------------|-------------------|---------------|--------------|---------------|----------------|------------------|
| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
| Garage <u>Att</u> | <u>Shake</u> | <u>Conc</u> | <u>Comp</u> | <u>1</u> | <u>12 x 25</u> | <u>300</u> | <u>9</u> | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |

| | | | | | | | | | | | |
|------------------------|---------------------|--------------|-------------|-------------|-------------------|-------------------|---------------|--------------|---------------|----------------|------------------|
| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
| Garage <u>Att</u> | <u>Shake</u> | <u>Conc</u> | <u>Comp</u> | <u>1</u> | <u>12 x 25</u> | <u>300</u> | <u>9</u> | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |

| | | | | | | | | | | | |
|------------------------|---------------------|--------------|-------------|-------------|-------------------|-------------------|---------------|--------------|---------------|----------------|------------------|
| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
| Garage <u>Att</u> | <u>Shake</u> | <u>Conc</u> | <u>Comp</u> | <u>1</u> | <u>12 x 25</u> | <u>300</u> | <u>9</u> | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |



| LIMITS | ROAD | SCHOOL | WATER | FIRE | TOTAL ACREAGE | TIMBER | IMPROVED | UNIMPROVED |
|--------|------|--------|--------|-------|---------------|--------------------|-------------|----------------|
| Co | 3 | 412 | | 4 | LC | HSPTL. | AIRPT. | FERRY |
| | | | | | | | Metro | PK & REC. SHLN |
| | | | | | | | | LIB |
| YR | AC | LAND | BLDG | TOTAL | BY | DATE | 777130-0070 | 630 |
| 1952 | | 180 | 1400 | 1580 | Co | 1st New Imp | | 1750 |
| 1957 | | 330 | 1400 | 1730 | at | 5-28-56 Rev | | 7035 |
| 1962 | | 330 | 1750 | 2080 | Mo | 12/19/60 Rev | | 4590 |
| 1963 | | 630 | 1750 | 2380 | LL | 9-21-61 Rev | | |
| 1969 | | 780 | 1750 | 2530 | WJL | 11/13-67 Rev | | |
| 71 | L | 1560 B | 3500 T | 5060 | | 777130-0070-0 8/9 | | |
| 1972 | | 2400 | 5820 | 8220 | WJL | 2-16-72 Rev | | |
| 1972 | L | 1906 B | 4621 T | 6527 | | 777130-0070-0 9/71 | | |
| 1973 | L | 2400 B | 5820 T | 8220 | | 777130-0070-0 9/71 | | |
| 19 | | | | | | | | |
| 19 | | | | | | | | |
| 19 | | | | | | | | |
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| 19 | | | | | | | | |

1950
 @ Ralph Van Nortwick
 E253958 \$11,900 4/12/57
 WJL LeMayne W. Roney 10-28-64
 E5577683 \$14,000
 @ CHARLES CROWLEY E592630 \$65
 WJL Anne T. Parker 9-1-71
 E158003 \$18,950

KING COUNTY
RESIDENTIAL PROPERTY RECORD

099 SHEET

1 OF 1

MAJOR 777130 MINOR 0140 2 FOLIO 6316 A

3 Addition SHORELINE HEIGHTS ADD

4 Quar 3 Sec 17 Twn 26 Rge 04 Block 002 Lot 018

Situs 5 Area 002 Sub Area F 6 Zip 98 133

7 Address 2116N 147 ST

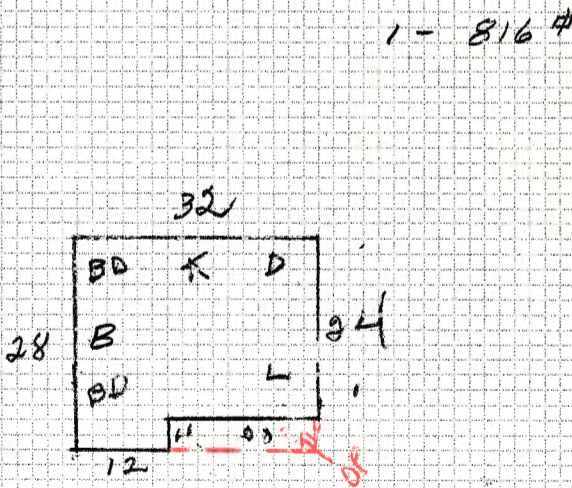
8 Description see legal

9 LAND
10 REM
Code



10A PERMIT INFORMATION
No. 87151 Date Issued 3-17-1948 P.V.
Date Const. Started 1948 Date Completed 1948
Date Occupied May 1948
Remodeled

11 PLAT OF BUILDING Scale 1 CM = 10'



| LAND | | | | | | | | | | | | |
|------|------------------------------|-----|----|---|----|---|----|--|--|--|------|----|
| 100 | Zone Actual | | | | | | | | | | | |
| 101 | Zone Conformity | 1N | | | | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | | | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | | | | | ST |
| 104 | Lot Width | | | | | | | | | | | 28 |
| 105 | Lot Depth | | | | | | | | | | 135 | |
| 106 | Square Foot or Acres | | | | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | | | | 100 | |
| 108 | Lot Depth (useable) | | | | | | | | | | 100 | |
| 110 | Lot Wd. (standard) | | | | | | | | | | 68 | |
| 111 | Lot Depth (standard) | | | | | | | | | | 135 | |
| 113 | Unit Value | | | | | | | | | | 4800 | |
| 114 | Representative Site | 1SS | | | | | | | | | 3G | |
| 115 | Irregular | | | | | | | | | | | |
| 116 | Corner | | | | | | | | | | | |
| 117 | Grade | 1 | LW | | | | | | | | 3 | HG |
| 118 | Slope | | | | | | | | | | 3 | SD |
| 119 | Street Access | | | | | | | | | | | |
| 120 | Water Front | | | | | | | | | | | |
| 121 | Dock Suitability | 1N | | | | | | | | | | |
| 122 | Tide Land | | | | | | | | | | | |
| 123 | Alley | | | | | | | | | | | |
| 124 | Cul De Sac | | | | | | | | | | | |
| 125 | Thru Street | 1N | | | | | | | | | | |
| 126 | Street Front | 1N | | | | | | | | | | |
| 127 | Curbs & Gutters | | | | | | | | | | | |
| 128 | Sidewalks | | | | | | | | | | | |
| 129 | Street Surface | 1 | C | | | | | | | | | |
| 130 | Street Condition | 1SS | | | | | | | | | | |
| 131 | Street Traffic | 1H | | | | | | | | | | |
| 132 | Street Lights | 1N | | | | | | | | | | |
| 133 | Water | | | | | | | | | | | |
| 134 | Water System | | | | | | | | | | | |
| 135 | Sanitary Sewers | 1N | | | | | | | | | | |
| 136 | Storm Sewers | 1N | | | | | | | | | | |
| 137 | Underground Utilities | | | | | | | | | | | |

| VIEW | | | | | | | | | | | | |
|------|--------------------|-----|--|--|--|--|--|--|--|--|--|--|
| 140 | View Lot | | | | | | | | | | | |
| 141 | View Olympic Range | 1SS | | | | | | | | | | |
| 142 | View Cascade Range | 1SS | | | | | | | | | | |
| 143 | View Mt. Rainier | 1SS | | | | | | | | | | |
| 144 | View Pug. Sound | 1SS | | | | | | | | | | |
| 145 | View Lake | 1SS | | | | | | | | | | |
| 146 | View River | 1SS | | | | | | | | | | |
| 147 | View City | 1SS | | | | | | | | | | |
| 148 | Territorial View | 1SS | | | | | | | | | | |
| 149 | View Utilization | 1SS | | | | | | | | | | |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | | | | |
|---------------------------------|-------------------------------------|-----|--|--|--|--|--|--|--|--|--|--|
| 151 | Predominate Use | | | | | | | | | | | |
| 152 | Arch. Attractiveness | 1SS | | | | | | | | | | |
| 153 | Landscaping | 1SS | | | | | | | | | | |
| 154 | Unit Balance | 1SS | | | | | | | | | | |
| 155 | Esmts. & Restr. | 1SS | | | | | | | | | | |
| 156 | External Nuisances | 1SS | | | | | | | | | | |
| 157 | Conf. Gen. Neigh. | 1SS | | | | | | | | | | |
| 158 | Conf. Immed. Neigh. | 1SS | | | | | | | | | | |
| 159 | Prox. to Trans. | 1SS | | | | | | | | | | |
| 160 | Prox. to Soc. Service | 1SS | | | | | | | | | | |
| 161 | Prox. to Public Service | 1SS | | | | | | | | | | |
| 162 | Trend | 1SS | | | | | | | | | | |
| 163 | Planning | 1SS | | | | | | | | | | |
| 164 | Market Demand | 1SS | | | | | | | | | | |
| 165 | Land Use Code | | | | | | | | | | | |
| 166 | Base Lot Value | | | | | | | | | | | |
| 167 | Permanent Rev. Needed | | | | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | | | | |

| STAFF | | | | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|--|--|--|--|--|
| 170 | Land Data Date | | | | | | | | | | | |
| 171 | Appraiser No. | | | | | | | | | | | |
| 172 | Reviewer No. | | | | | | | | | | | |
| 173 | Date | | | | | | | | | | | |
| 174 | Sale | | | | | | | | | | | |

777130-0140

06316 A

10/90

SSHA

099 SHEET

1 OF 1

MAJOR

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4 Qu

Situ

7 Addre

21

8 Desc

9 LAND ONLY

UNDERWATER TIDELANDS

10 REMARKS

Code



10A

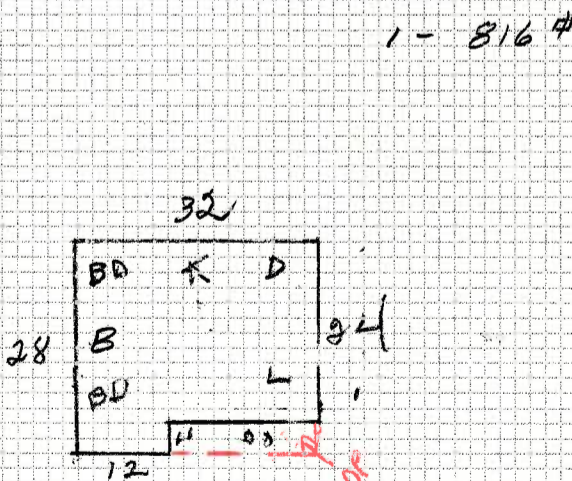
PERMIT INFORMATION

No. 87151 Date Issued 3-17-1948 P.V.
Date Const. Started 1948 Date Completed 1948
Date Occupied May 1948
Remodeled

11

PLAT OF BUILDING

Scale 1 CM = 10'



LAND

| | | | | | | | | | |
|-----|------------------------------|---|----|---|----|----|----|---|----|
| 100 | Zone Actual | 1 | | | | | | | |
| 101 | Zone Conformity | 1 | N | | | | | | |
| 102 | Hgt. & Best Use | 1 | N | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | | 2 | 8 |
| 105 | Lot Depth | | | | | | | 1 | 3 |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | 1 | 4 |
| 108 | Lot Depth (useable) | | | | | | | 1 | 4 |
| 110 | Lot Wd. (standard) | | | | | | | 6 | 8 |
| 111 | Lot Depth (standard) | | | | | | | 1 | 3 |
| 113 | Unit Value | | | | | | | 4 | 8 |
| 114 | Representative Site | 1 | SS | | | | | 3 | G |
| 115 | Irregular | | | 2 | Y | | | | |
| 116 | Corner | | | 2 | Y | | | | |
| 117 | Grade | 1 | LW | | | 3 | HG | | |
| 118 | Slope | | LV | 2 | SU | 3 | SD | 4 | BK |
| 119 | Street Access | 1 | SS | | | | | | |
| 120 | Water Front | | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1 | N | | | | | | |
| 122 | Tide Land | | | 2 | Y | | | | |
| 123 | Alley | | | 2 | Y | | | | |
| 124 | Cul De Sac | | | 2 | Y | | | | |
| 125 | Thru Street | 1 | N | | | | | | |
| 126 | Street Front | 1 | N | | | | | | |
| 127 | Curbs & Gutters | | | 2 | P | | | 3 | Y |
| 128 | Sidewalks | | | 2 | P | | | 3 | Y |
| 129 | Street Surface | 1 | C | | | 3 | BT | 0 | 4 |
| 130 | Street Condition | 1 | SS | | | | | | |
| 131 | Street Traffic | 1 | H | | 2 | N | | | |
| 132 | Street Lights | 1 | N | | 2 | SS | | | 4 |
| 133 | Water | | WD | 2 | | | | 3 | B |
| 134 | Water System | | AD | 2 | | | | | |
| 135 | Sanitary Sewers | 1 | N | | | | | | |
| 136 | Storm Sewers | 1 | N | | | | | | |
| 137 | Underground Utilities | | | 2 | P | | | 3 | Y |

VIEW

| | | | | | | | | | |
|-----|--------------------|---|----|---|---|---|--|---|---|
| 140 | View Lot | | | 2 | Y | | | | |
| 141 | View Olympic Range | 1 | SS | | 2 | S | | 3 | G |
| 142 | View Cascade Range | 1 | SS | | 2 | S | | 3 | G |
| 143 | View Mt. Rainier | 1 | SS | | 2 | S | | 3 | G |
| 144 | View Pug. Sound | 1 | SS | | 2 | S | | 3 | G |
| 145 | View Lake | 1 | SS | | 2 | S | | 3 | G |
| 146 | View River | 1 | SS | | 2 | S | | 3 | G |
| 147 | View City | 1 | SS | | 2 | S | | 3 | G |
| 148 | Territorial View | 1 | SS | | 2 | S | | 3 | G |
| 149 | View Utilization | 1 | SS | | 2 | S | | 3 | G |

NEIGHBORHOOD AND TOTAL PROPERTY

| | | | | | | | | | |
|-----|-------------------------------------|---|----|--|--|--|--|--|--|
| 151 | Predominate Use | | | | | | | | |
| 152 | Arch. Attractiveness | 1 | SS | | | | | | |
| 153 | Landscaping | 1 | SS | | | | | | |
| 154 | Unit Balance | 1 | SS | | | | | | |
| 155 | Esmts. & Restrs. | 1 | SS | | | | | | |
| 156 | External Nuisances | 1 | SS | | | | | | |
| 157 | Conf. Gen. Neigh. | 1 | SS | | | | | | |
| 158 | Conf. Immed. Neigh. | 1 | SS | | | | | | |
| 159 | Prox. to Trans. | 1 | SS | | | | | | |
| 160 | Prox. to Soc. Service | 1 | SS | | | | | | |
| 161 | Prox. to Public Service | 1 | SS | | | | | | |
| 162 | Trend | 1 | SS | | | | | | |
| 163 | Planning | 1 | SS | | | | | | |
| 164 | Market Demand | 1 | SS | | | | | | |
| 165 | Land Use Code | | | | | | | | |
| 166 | Base Lot Value | | | | | | | | |
| 167 | Permanent Rev. Needed | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | |

STAFF

| | | | | | | | | | |
|-----|----------------|--|--|--|--|--|--|--|--|
| 170 | Land Data Date | | | | | | | | |
| 171 | Appraiser No. | | | | | | | | |
| 172 | Reviewer No. | | | | | | | | |
| 173 | Date | | | | | | | | |
| 174 | Sale | | | | | | | | |

BUILDING DATA

| MAJOR <u>777130</u> MINOR <u>0140</u> FOLIO <u>6316A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------------|-------|----|------------|------|------------|------------|---------|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|-------|-------|----|-------|------|------------|------|---------|------|------------|--|--|------|---|-------|-----|--|--|----------|--|--|----|--|-------|------|--|--|----|--|--|------|--|------|----|--|---|--|--|--|--|--|--|--|--|--|----|------------|------|----|------------|------|----|------------|------|---|-------|-----|--|---|--|--|---|--|---|------|----|--|---|--|--|---|--|---|---------|-----|--|---|--|--|---|--|--|---|--|--|---|--|--|---|--|
| 12 EXTERIOR Bd. & Btn. <input type="checkbox"/> Shingle <input type="checkbox"/> Rustic <input type="checkbox"/> Shake <input type="checkbox"/> Ced./Sid. <input type="checkbox"/> Conc. Blk. <input type="checkbox"/> Plywood <input type="checkbox"/> Brick Veneer % <input type="checkbox"/> Stone % <input type="checkbox"/> Other <u>ASTESBOS</u> | | | | | | | | | | 19 ROOM DETAIL No. <u>4</u> Entry <input type="checkbox"/> Dining <input type="checkbox"/> Fa/De/R <input type="checkbox"/> Bedroom <input type="checkbox"/> Bath <input type="checkbox"/> Living <input type="checkbox"/> Kitchen <input type="checkbox"/> Utility <input type="checkbox"/> Grade <input type="checkbox"/> Unf. 1/2 Floor Area <input type="checkbox"/> Sq. Ft. <input type="checkbox"/> Unf. Full Floor Area <input type="checkbox"/> Sq. Ft. <input type="checkbox"/> | | | | | | | | | | 24 INSULATION Walls <input checked="" type="checkbox"/> Ceiling <input type="checkbox"/> Other <input type="checkbox"/> 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cabinets <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cab. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ctr. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> 26 FLOORS HW <input type="checkbox"/> Conc. <input checked="" type="checkbox"/> Tile <input type="checkbox"/> SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. <input type="checkbox"/> Other <input type="checkbox"/> 27 PLUMBING 1 Tub <input type="checkbox"/> 1 Basin <input type="checkbox"/> 1 Toilet <input type="checkbox"/> Shower St. <input type="checkbox"/> Baths Full <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> 1 Sink <input type="checkbox"/> HW Tank <input type="checkbox"/> 1 Laundry Conn. <input type="checkbox"/> Other Sgl. Outlets <input type="checkbox"/> Roughed in Baths <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 200 Condo <input type="checkbox"/> Co-op <input type="checkbox"/> Poss. Int. Units <u>00</u> / <u>1</u> 201 Use Type <input checked="" type="checkbox"/> 2M <input type="checkbox"/> 3O <input type="checkbox"/> 202 Year Built <u>1948</u> Cost Year 19 <u>71</u> 203 Depreciation Table 204 Functional <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 205 Condition <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 206 Workmanship <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 207 No. of Stories <u>1</u> 208 Total Rooms <u>4</u> 209 Entry <u>0</u> 210 Dining <u>0</u> 211 Fam./Den./Rec. <u>0</u> 212 Bedrooms <u>2</u> 214 Utility Type Rooms <u>0</u> 215 No. of Built-Ins <u>0</u> 216 Adeq. Electric <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 217 Adeq. Plumbing <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 218 Adeq. Garage <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 219 Adeq. Storage <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 220 Bsmt. Garage <input type="checkbox"/> Area <input type="checkbox"/> 221 Unfin. Attic <input type="checkbox"/> Area <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 ROOF <input checked="" type="checkbox"/> Hip <input checked="" type="checkbox"/> Comp. <input type="checkbox"/> Gable <input type="checkbox"/> Tile/Slate <input type="checkbox"/> Shed <input type="checkbox"/> Tar/Gravel <input type="checkbox"/> Flat <input type="checkbox"/> Shingle <input checked="" type="checkbox"/> Gutters <input checked="" type="checkbox"/> Drain <input type="checkbox"/> Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 20 BUILT-INS NO. <u>0</u> B.BQ. <input type="checkbox"/> Disp. <input type="checkbox"/> D.W. <input type="checkbox"/> Intercom <input type="checkbox"/> Fan. & Hd. <input type="checkbox"/> App. Is. <input type="checkbox"/> Vacuum <input type="checkbox"/> Stereo <input type="checkbox"/> Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 28 FIREPLACE NO. <u>0</u> Bsmt. <input type="checkbox"/> 1st. <input type="checkbox"/> 2nd. <input type="checkbox"/> Sgl. <input type="checkbox"/> Mult. <input type="checkbox"/> Fr.Srd. <input type="checkbox"/> Brick <input type="checkbox"/> Stone <input type="checkbox"/> Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | BUILDING COST DATA 229 Per Cent Complete 230 Eff. Yr. 19 <u>52</u> Obsol % <input type="checkbox"/> Net Cond % <input type="checkbox"/> 231 Grade <u>R107</u> Variation <u>-05</u> 232 1st. Floor <input type="checkbox"/> Area <u>820</u> 233 Upper Floors <input type="checkbox"/> Area <input type="checkbox"/> 234 Half Story <input type="checkbox"/> Area <input type="checkbox"/> 235 Unf. Floors 1/2 <input type="checkbox"/> Full <input type="checkbox"/> 236 Fin. Attic <input type="checkbox"/> Grade <input type="checkbox"/> Area <input type="checkbox"/> 237 Strwy. to Unf. Attic <input type="checkbox"/> 1N <input type="checkbox"/> 2Y <input type="checkbox"/> 3F <input type="checkbox"/> 238 Total Bsmt. <input type="checkbox"/> Area <input type="checkbox"/> 239 Fin. Bsmt. <input type="checkbox"/> Grade <input type="checkbox"/> Area <input type="checkbox"/> 240 Daylite Bsmt. <input type="checkbox"/> 1N <input type="checkbox"/> 2Y <input type="checkbox"/> 241 Ext. Brick % <input type="checkbox"/> Ext. Stone % <input type="checkbox"/> 242 Heating Source <input type="checkbox"/> 1 Oil <input type="checkbox"/> 2 G <input checked="" type="checkbox"/> El. <input type="checkbox"/> 243 Heating System <input type="checkbox"/> 1 F/W <input type="checkbox"/> 2 Gr <input type="checkbox"/> 3 Rd. <input type="checkbox"/> 244 Heating <input type="checkbox"/> Area <u>820</u> 245 Central Cooling Costs \$ <input type="checkbox"/> 246 Bathrooms <input type="checkbox"/> Full <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> 247 H.W. Tank/Sink/Laundry <input type="checkbox"/> 248 Other Single Plumbing Outlets <input type="checkbox"/> 249 Fireplaces <input type="checkbox"/> Single <input type="checkbox"/> Multi.-fl. <input type="checkbox"/> Free-Std <input type="checkbox"/> 250 Fireplace Add. Outlets <input type="checkbox"/> 251 Porch <input type="checkbox"/> 1 DK <input type="checkbox"/> 2 OP <input type="checkbox"/> 3 En <input type="checkbox"/> Area <input type="checkbox"/> 252 Porch <input type="checkbox"/> 1 DK <input type="checkbox"/> 2 OP <input type="checkbox"/> 3 En <input type="checkbox"/> Area <input type="checkbox"/> 253 Porch <input type="checkbox"/> 1 DK <input type="checkbox"/> 2 OP <input type="checkbox"/> 3 En <input type="checkbox"/> Area <input type="checkbox"/> 254 Additional Costs \$ <input type="checkbox"/> 255 Garage Att. <input type="checkbox"/> Area <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 WINDOWS <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel <input type="checkbox"/> Alum. <input checked="" type="checkbox"/> SI/GI/Dr <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 21 ATTIC <input checked="" type="checkbox"/> None <input type="checkbox"/> Unfinished <input type="checkbox"/> Finished Area <input type="checkbox"/> Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Strwy. <input type="checkbox"/> 1 N <input type="checkbox"/> 2 Y <input type="checkbox"/> 3 F <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 29 PORCH <u>SMALL</u> No. 1 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> No. 2 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> No. 3 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 30 DECK <u>0</u> No. 1 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. <input type="checkbox"/> No. 2 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. <input type="checkbox"/> No. 3 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 FOUNDATION <input checked="" type="checkbox"/> Concrete <u>8" Thick</u> <input type="checkbox"/> Concrete Block <input type="checkbox"/> Post & Pier <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 22 BASEMENT <input checked="" type="checkbox"/> None <input type="checkbox"/> Part <input type="checkbox"/> Full <input type="checkbox"/> Finished Rms. No. <input type="checkbox"/> Finished Area <input type="checkbox"/> Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Daylite Bsmt. <input type="checkbox"/> Garage <input type="checkbox"/> X <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 30A SOURCE OF DATA Owner <input type="checkbox"/> Tenant <input type="checkbox"/> N.H. <input type="checkbox"/> N.H. Card <u>11-9-72</u> Card Returned <input type="checkbox"/> | | | | | | | | | | ACCESSORY IMPROVEMENTS 256 Gar. Det. <input type="checkbox"/> Grade <input type="checkbox"/> Area <input type="checkbox"/> 257 Eff. Year <u>19</u> Net Cond. % <input type="checkbox"/> 258 Carport <input type="checkbox"/> Area <input type="checkbox"/> 259 No. of Parking Stalls <input type="checkbox"/> 260 Pool <input type="checkbox"/> Grade <input type="checkbox"/> Area <input type="checkbox"/> 261 Pool Eff. Yr. <u>19</u> Net Cond. % <input type="checkbox"/> 262 1 Poured <input type="checkbox"/> 2 Gunite <input type="checkbox"/> 3 Fib. gl. <input type="checkbox"/> 4 Plastic <input type="checkbox"/> 263 Concrete <input type="checkbox"/> Area <u>400</u> 264 Asphalt <input type="checkbox"/> Area <u>1120</u> 265 Other Misc. Imps. Value \$ <input type="checkbox"/> 266 Permanent Review Needed <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 FLOOR CONST. Flr. Joists <u>2 X 6</u> <input type="checkbox"/> Bridged <u>16</u> O.C. <input type="checkbox"/> Post & Beam <input type="checkbox"/> Stud Bearing <input type="checkbox"/> Concrete Slab <input type="checkbox"/> Hidden <input type="checkbox"/> | | | | | | | | | | 23 HEATING Oil <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec. <input type="checkbox"/> F/wf <input type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. <input type="checkbox"/> BB <input type="checkbox"/> F.A. <input type="checkbox"/> HW <input type="checkbox"/> Conversion <input type="checkbox"/> Adeq. <input type="checkbox"/> Inadeq. <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 50 MISCELLANEOUS IMPROVEMENTS <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Items</th> <th>Const</th> <th>Gr</th> <th>Floor</th> <th>Roof</th> <th>Dimensions</th> <th>Area</th> <th>\$ F.V.</th> </tr> </thead> <tbody> <tr> <td>1977</td> <td>CONC. SLAB</td> <td></td> <td></td> <td>CONC</td> <td>4</td> <td>20X20</td> <td>400</td> <td></td> </tr> <tr> <td></td> <td>Driveway</td> <td></td> <td></td> <td>BT</td> <td></td> <td>16X70</td> <td>1120</td> <td></td> </tr> <tr> <td></td> <td>OP</td> <td></td> <td></td> <td>CONC</td> <td></td> <td>4X20</td> <td>80</td> <td></td> </tr> </tbody> </table> | | | | | | | | | | Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | 1977 | CONC. SLAB | | | CONC | 4 | 20X20 | 400 | | | Driveway | | | BT | | 16X70 | 1120 | | | OP | | | CONC | | 4X20 | 80 | | 51 PRINCIPAL BUILDING <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>FI</th> <th>Dimensions</th> <th>Area</th> <th>FI</th> <th>Dimensions</th> <th>Area</th> <th>FI</th> <th>Dimensions</th> <th>Area</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>24X32</td> <td>768</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> <tr> <td>1</td> <td>4X12</td> <td>48</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> <tr> <td>1</td> <td>x TOTAL</td> <td>816</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> <tr> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> </tbody> </table> | | | | | | | | | | FI | Dimensions | Area | FI | Dimensions | Area | FI | Dimensions | Area | 1 | 24X32 | 768 | | x | | | x | | 1 | 4X12 | 48 | | x | | | x | | 1 | x TOTAL | 816 | | x | | | x | | | x | | | x | | | x | |
| Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1977 | CONC. SLAB | | | CONC | 4 | 20X20 | 400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Driveway | | | BT | | 16X70 | 1120 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | OP | | | CONC | | 4X20 | 80 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FI | Dimensions | Area | FI | Dimensions | Area | FI | Dimensions | Area | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 24X32 | 768 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 4X12 | 48 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | x TOTAL | 816 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | x | | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 ELECTRIC Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Other <input type="checkbox"/> | | | | | | | | | | 18 CONST CLASS <input type="checkbox"/> Single <input type="checkbox"/> Sub. Std. <input checked="" type="checkbox"/> Double <input checked="" type="checkbox"/> Std. <input type="checkbox"/> Solid <input type="checkbox"/> Good <input type="checkbox"/> Pre. Fab. <input type="checkbox"/> Special <input type="checkbox"/> | | | | | | | | | | STAFF 282 Building Data Date <input type="checkbox"/> 283 Appraiser No. <input type="checkbox"/> 284 Reviewer No. <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| REMARKS <u>300 NO ONE HOME</u> <u>218 No gas</u> <u>pu-OP-new picture -</u> <u>Shed - 8 Fldr value 8100</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

District

6316

2 Addition

Shoreline Hts

Section

17

Twp.

26

Range

4

EWM. Block

2

Tract or Lot No. 18

Permit No.

87151

Date

3-17-48

Description

KC - 722011 P1-6

3 Address of Property

2116 N147

Cont

4 Fee Owner

5 Architect

Contr

6 Original Building Cost \$

Owner-Tenant Occupied

Rental per Month \$

Estimated Rental per Month \$

7 Condition of Exterior

g

Interior

2116

Foundation

g

Floor Plan Good

g

Accept

Poor

BUILDING

- ☒ One Family Dwelling
☐ Two Family Dwelling
☐ No. of Stories
☒ No. of Rooms
☐ Basement
☒ First Floor
☐ Second Floor
☐ Third Floor
☐ Attic

TILE LINO

- ☒ Floor-Wall Bath
☐ Floor-Wall Lavatory
☐ Floor-Wall
☐ Floor-Wall Shower
☒ Floor-Wall Kitchen
☐ Kitchen Drain Board
☐ None
☒ Unfinished

ATTIC

- ☐ Stairway
☐ Opened ☐ Closed
☐ Finished
☐ Unfinished
☐ Useful

PORCHES

- ☒ One Story
☐ Two Story
☒ Unroofed
☐ Brick and or Concrete
☒ Cement Floor
☐ Recessed
☐ Glased
☐ Enclosed
☒ No AV

EXTERIOR WALLS

- ☐ Boards and Batten
☐ Shiplap
☐ Rustic
☐ Cedar Siding
☒ Shingles asbestos
☐ Shakes
☐ Stucco on ☐ Lath
☐ Brick Veneer
☐ Kind

INTERIOR WALLS

- ☒ Plaster
☒ Plaster Board
☐ Celotex
☐ Plywood
☐ Ceiled

Date first occupied, Month

Nov

19

48

Date Built, 19

48

Unfinished

Moved, 19

Date Finished, 19

57

Rebuilt, 19

Remodeled, 19

Effective Age

1190 22 Years

Future Life

Years

Dep. for Cond.

Dep. for O.B.

Dep. for ES

Total

1190

BUILT-INS

- ☒ Kitchen
☒ Closets

CONSTRUCTION

- ☐ Single
☒ Double
☐ Solid
☐ Very Cheap
☐ Cheap
☒ Medium
☐ Good
☐ Special

Corner Joints

CEILING HEIGHT

| | | |
|-----------|-----|------|
| Basement | ft. | in. |
| 1st Floor | ft. | in. |
| 2nd Floor | ft. | in. |
| 3rd Floor | ft. | in. |
| Attic | Low | High |

FLOORS

- ☒ Hardwood
☒ Concrete
☒ Asphalt Tile
☒ Shiplap
☒ Cork Tile

FIREPLACE—No.

- ☐ Stems
☐ Bsmt. 1st 2nd
☐ Brick
☐ Tile Face
☐ Cobblestone
☐ Unfinished

INTERIOR TRIM

- ☒ Hardwood
☒ Mahogany
☒ Fir
☐ Unfinished

PLUMBING

- ☒ No. of Fixtures
☒ Tub—Leg or Pem.
☒ Toilets
☒ Basin—Pedestal
☒ Sink
☐ Shower Stall
☒ Hot Water Tank
☒ Laundry Trays
☐ None
☒ Unfinished
☒ Expensive
☒ Good
☒ Average
☐ Cheap
☐ D. S. Sewer Conn.

BASEMENT

- ☒ Full
☐ Part %
☐ To first Floor Joist
☐ Frame and Concrete
☐ ft. ft.
☐ Cement Blocks
☐ Floor

- ☐ Recreation Room
☐ Living Rooms
☐ Service Rooms
☐ Garage
☐ Drain
☐ Unfinished

FOUNDATION

- ☒ Concrete Thick
☐ Cement Blocks
☐ Stone or Brick
☐ Wood Post Concrete Block

ROOF

- ☒ Shingle
☐ Shake
☐ Composition
☐ Tile or Slate
☐ Tar and Gravel
☐ Tar Paper

HEATING

- ☒ Stove
☐ Pipeless Furnace
☒ Floor Furnace
☒ Hot Air Furnace
☐ Fan
☐ Gas
☐ Stoker
☒ Pot Oil Burner
☒ Pressure Oil Burner
☐ Oil Burning Unit
☐ Air Cond. Comp.
☐ Radiant
☐ Hot Water
☐ Electric

EXTRA FEATURES

- ☐ Cathedral Ceiling
☐ Insulated

FLOOR CONSTRUCTION

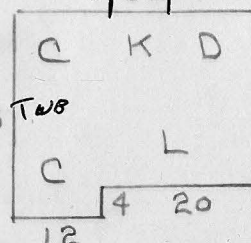
- ☐ 1st Floor Joists 2x6 x 16
☐ Bridged
☐ Post Size 6 x 6
☐ Beam Size 6 x 6

GROUND FLOOR AREA

857
816 Sq. Ft.

SCALE

= 44 FT.



| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|-----------------|--------------|----------|------|------|------------|------------|--------|-------|--------|---------|-----------|
| Garage No | | | | | x | | | \$ | | \$ | \$ |
| 70 CS | open | concrete | | | 18' x 20' | 360 | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |



L&H CO. 25M 6-48

77713

0140

| | | | | | | | | | | | | | |
|--------|------|--------|--------|-------|---------------------|----------------------|-----------------------|----------|-----------------------|--------|---------------|------|-----|
| | | | | | | 777130-0140 | 630 | 1250 | 7035 4590 | | | | |
| LIMITS | ROAD | SCHOOL | WATER | FIRE | TOTAL | ACREAGE | TIMBER | IMPROVED | UNIMPROVED | | | | |
| Co | 3 | 412 | | 4 | 8 | SEWER S.L. L.C | HSPIL | AIRPT. | FERT | Metro | PK. & REC. | SELN | LIB |
| YR. | AC | LAND | BLDGS. | TOTAL | BY | DATE | REASON | FTT | OWNER | DATE | | | |
| 1950 | | | 300 | | M.D. | 3-49 | New Imp. (Unfin) | | Emmett St. Mc Donnell | 4/1/63 | | | |
| 1952 | | 180 | 300 | 480 | | | | | | | | | |
| 1955 | | 180 | 800 | 980 | L.H. | 9-16-53 | Addn, heat, plb. | | | | | | |
| 1957 | | 180 | 950 | 1130 | J.L. | 12-20-55 | Temp. fin. perf. plan | | | | | | |
| 1957 | | 330 | 950 | 1280 | at | 5-28-56 | Per | | | | | | |
| 1962 | | 330 | 1250 | 1580 | Mo | 12/19/60 | Rv. | | | | | | |
| 1963 | | 630 | 1250 | 1880 | LL | 9-21-61 | Rv. | | | | | | |
| 1969 | | 780 | 1250 | 2030 | MD | 11-8-67 | Rv | | | | | | |
| 1971 | L | 1560 B | 2500 T | 4060 | *777130-0140-0 8/9 | | | | | | | | |
| 1972 | | 2400 | 3910 | 6310 | OK | 2-16-71 | Rv | | | | | | |
| 1972 | L | 1906 B | 3105 T | 5011 | *777130-0140-0 9/71 | | | | | | | | |
| 1973 | L | 2400 B | 3910 T | 6310 | *777130-0140-0 9/71 | | | | | | | | |
| 19 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |



KING COUNTY
RESIDENTIAL PROPERTY RECORD

099 SHEET

1 OF 1

MAJOR 777130 MINOR 0145 2 FOLIO 6316 A

3 Addition
SHORELINE HEIGHTS ADD

4 Quar 3 Sec 17 Twn 26 Rge 04 Block 002 Lot 019

Situs 5 Area 002 Sub Area F 6 Zip 98 133

7 Address
14710 MERIDIAN AVE N

8 Description

9 LAND

10 REM/

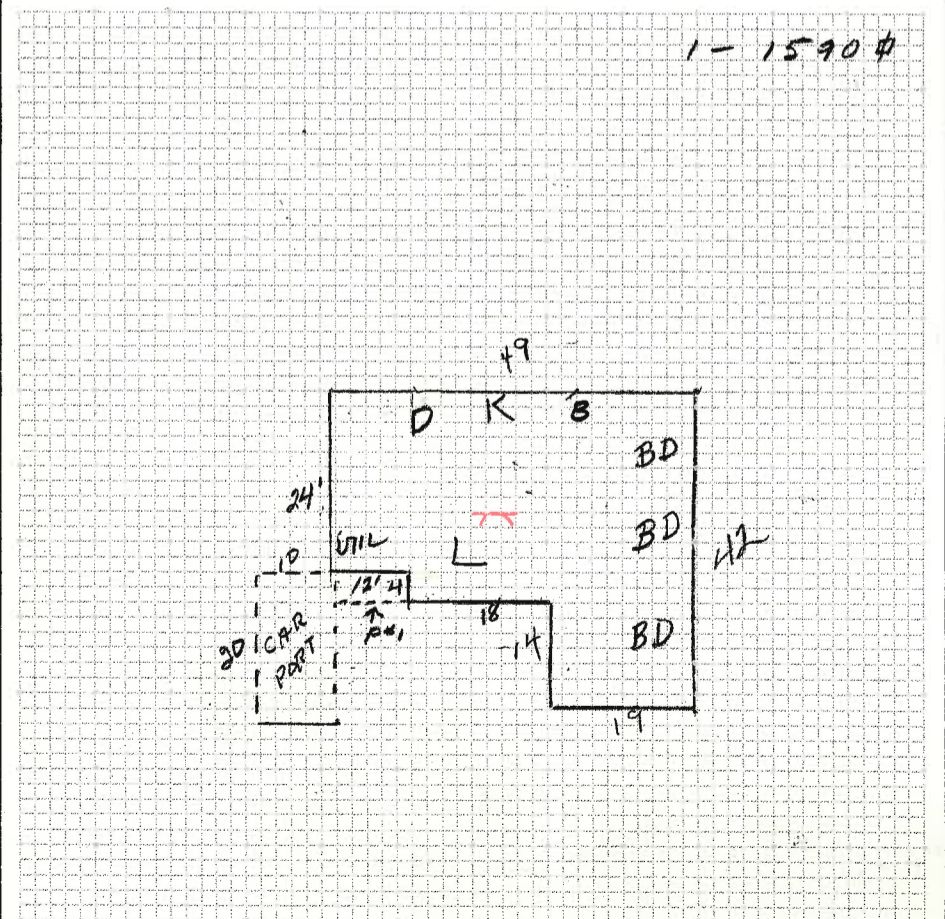
Code



10A PERMIT INFORMATION

No. 90313 Date Issued 8-23-1948 P.V.
Date Const. Started 1949 Date Completed 1949
Date Occupied 6-1-49
Remodeled

11 PLAT OF BUILDING Scale 1 CM = 10'



| LAND | | | | | | | | | | | | |
|------|------------------------------|-----|----|---|----|---|----|--|--|--|--|----------------|
| 100 | Zone Actual | | | | | | | | | | | |
| 101 | Zone Conformity | 1N | | | | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | | | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | | | | | ST |
| 104 | Lot Width | | | | | | | | | | | 68 |
| 105 | Lot Depth | | | | | | | | | | | 120 |
| 106 | Square Foot or Acres | | | | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | | | | | |
| 108 | Lot Depth (useable) | | | | | | | | | | | |
| 109 | Lot Wd. (standard) | | | | | | | | | | | 68 |
| 110 | Lot Depth (standard) | | | | | | | | | | | 135 |
| 111 | Unit Value | | | | | | | | | | | 4800 |
| 112 | Representative Site | 1SS | | | | | | | | | | 3G |
| 113 | Irregular | | | | | | | | | | | 2Y |
| 114 | Corner | | | | | | | | | | | 2Y |
| 115 | Grade | 1 | LW | | | | | | | | | Ev 3 HG |
| 116 | Slope | | | | | | | | | | | 3 SU 3 SD 4 BK |
| 117 | Street Access | 1SS | | | | | | | | | | 3G |
| 118 | Water Front | | | | | | | | | | | 3Y |
| 119 | Dock Suitability | 1N | | | | | | | | | | 2P 3Y |
| 120 | Tide Land | | | | | | | | | | | 2Y |
| 121 | Alley | | | | | | | | | | | 2Y |
| 122 | Cul De Sac | | | | | | | | | | | 2Y |
| 123 | Thru Street | 1N | | | | | | | | | | |
| 124 | Street Front | 1N | | | | | | | | | | |
| 125 | Curbs & Gutters | 1N | | | | | | | | | | 3Y |
| 126 | Sidewalks | 1N | | | | | | | | | | 2P |
| 127 | Street Surface | 1 | C | | | | | | | | | BT 3 0 4 GR |
| 128 | Street Condition | 1SS | | | | | | | | | | 3G |
| 129 | Street Traffic | 1H | | | | | | | | | | 3L |
| 130 | Street Lights | 1N | | | | | | | | | | 2SS 3 4 G |
| 131 | Water | | | | | | | | | | | WD 2 PR 3 B |
| 132 | Water System | | | | | | | | | | | AD 2 IA |
| 133 | Sanitary Sewers | 1N | | | | | | | | | | |
| 134 | Storm Sewers | 1N | | | | | | | | | | |
| 135 | Underground Utilities | 1N | | | | | | | | | | 2P |

| VIEW | | | | | | | | | | | | |
|------|--------------------|-----|--|--|--|--|--|--|--|--|--|----------|
| 140 | View Lot | | | | | | | | | | | |
| 141 | View Olympic Range | 1SS | | | | | | | | | | 2Y 3G 4E |
| 142 | View Cascade Range | 1SS | | | | | | | | | | 2S 3G 4E |
| 143 | View Mt. Rainier | 1SS | | | | | | | | | | 2S 3G 4E |
| 144 | View Pug. Sound | 1SS | | | | | | | | | | 2S 3G 4E |
| 145 | View Lake | 1SS | | | | | | | | | | 2S 3G 4E |
| 146 | View River | 1SS | | | | | | | | | | 2S 3G 4E |
| 147 | View City | 1SS | | | | | | | | | | 2S 3G 4E |
| 148 | Territorial View | 1SS | | | | | | | | | | 2S 3G 4E |
| 149 | View Utilization | 1SS | | | | | | | | | | 2S 3G 4E |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | | | | |
|---------------------------------|-------------------------------------|-----|--|--|--|--|--|--|--|--|--|----------|
| 151 | Predominate Use | | | | | | | | | | | |
| 152 | Arch. Attractiveness | 1SS | | | | | | | | | | 2M 30 3G |
| 153 | Landscaping | 1SS | | | | | | | | | | 3G |
| 154 | Unit Balance | 1SS | | | | | | | | | | 3G |
| 155 | Esmts. & Restrs. | 1SS | | | | | | | | | | 3G |
| 156 | External Nuisances | 1SS | | | | | | | | | | 3G |
| 157 | Conf. Gen. Neigh. | 1SS | | | | | | | | | | 3G |
| 158 | Conf. Immed. Neigh. | 1SS | | | | | | | | | | 3G |
| 159 | Prox. to Trans. | 1SS | | | | | | | | | | 3G |
| 160 | Prox. to Soc. Service | 1SS | | | | | | | | | | 3G |
| 161 | Prox. to Public Service | 1SS | | | | | | | | | | 3G |
| 162 | Trend | 1SS | | | | | | | | | | 3G |
| 163 | Planning | 1SS | | | | | | | | | | 3G |
| 164 | Market Demand | 1SS | | | | | | | | | | 3G |
| 165 | Land Use Code | | | | | | | | | | | |
| 166 | Base Lot Value | | | | | | | | | | | \$ 5830 |
| 167 | Permanent Rev. Needed | | | | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | | | | |

| STAFF | | | | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|--|--|--|--|---------|
| 170 | Land Data Date | | | | | | | | | | | 11/7/71 |
| 171 | Appraiser No. | | | | | | | | | | | 19456 |
| 172 | Reviewer No. | | | | | | | | | | | |
| 173 | Date | | | | | | | | | | | |
| 174 | Sale | | | | | | | | | | | |

277130-0145
6316A

10/90
SSHA

MAJOR
3 Additi
S/H/O
4 Que
Situs
7 Addre
147
8 Descr

POLAROID® H010281

| LAND | | | | | | | | | |
|------|------------------------------|-----|----|-----|----|----|----|------|------|
| 100 | Zone Actual | | | | | | | | |
| 101 | Zone Conformity | 1N | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | | 68 | |
| 105 | Lot Depth | | | | | | | 120 | |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | % | 100 | |
| 108 | Lot Depth (useable) | | | | | | % | 100 | |
| 110 | Lot Wd. (standard) | | | | | | | 68 | |
| 111 | Lot Depth (standard) | | | | | | | 135 | |
| 113 | Unit Value | | | | | | | 4800 | |
| 114 | Representative Site | 1SS | | | | | 3G | | |
| 115 | Irregular | X | | 2Y | | | | | |
| 116 | Corner | X | | 2Y | | | | | |
| 117 | Grade | 1 | LW | X | | Ev | 3 | HG | |
| 118 | Slope | X | LV | 2 | SU | 3 | SD | 4 | BK |
| 119 | Street Access | 1SS | | | | 3G | | | |
| 120 | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1N | | 2P | | 3Y | | | |
| 122 | Tide Land | X | | 2Y | | | | | |
| 123 | Alley | X | | 2Y | | | | | |
| 124 | Cul De Sac | X | | 2Y | | | | | |
| 125 | Thru Street | 1N | | X | | | | | |
| 126 | Street Front | 1N | | X | | | | | |
| 127 | Curbs & Gutters | 1N | | X | | 3Y | | | |
| 128 | Sidewalks | 1N | | 2P | | X | | | |
| 129 | Street Surface | 1 | C | X | | BT | 3 | 0 | 4 GR |
| 130 | Street Condition | 1SS | | X | | 3G | | | |
| 131 | Street Traffic | 1H | | X | | 3L | | | |
| 132 | Street Lights | 1N | | 2SS | | X | | 4G | |
| 133 | Water | X | WD | 2 | PR | 3 | B | | |
| 134 | Water System | X | AD | 2 | IA | | | | |
| 135 | Sanitary Sewers | 1N | | X | | | | | |
| 136 | Storm Sewers | 1N | | X | | | | | |
| 137 | Underground Utilities | 1N | | 2P | | X | | | |

9 LAND ONLY UNDERWATER TIDELANDS

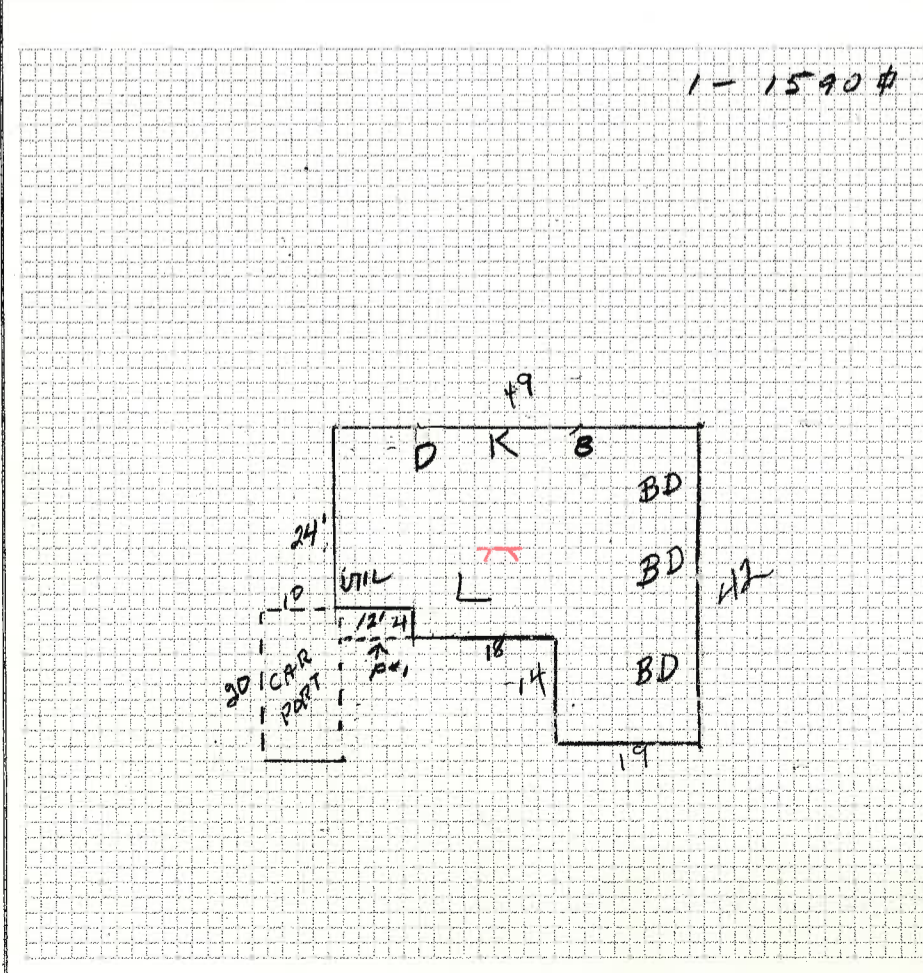
10 REMARKS



10A PERMIT INFORMATION

No. 90313 Date Issued 8-23-1948 P.V.
Date Const. Started 1949 Date Completed 1949
Date Occupied 6-1-49
Remodeled

11 PLAT OF BUILDING Scale 1 CM = 10'



| VIEW | | | | | | | | | |
|------|--------------------|-----|--|----|--|----|--|----|--|
| 140 | View Lot | X | | 2Y | | | | | |
| 141 | View Olympic Range | 1SS | | 2S | | 3G | | 4E | |
| 142 | View Cascade Range | 1SS | | 2S | | 3G | | 4E | |
| 143 | View Mt. Rainier | 1SS | | 2S | | 3G | | 4E | |
| 144 | View Pug. Sound | 1SS | | 2S | | 3G | | 4E | |
| 145 | View Lake | 1SS | | 2S | | 3G | | 4E | |
| 146 | View River | 1SS | | 2S | | 3G | | 4E | |
| 147 | View City | 1SS | | 2S | | 3G | | 4E | |
| 148 | Territorial View | 1SS | | 2S | | 3G | | 4E | |
| 149 | View Utilization | 1SS | | 2S | | 3G | | 4E | |

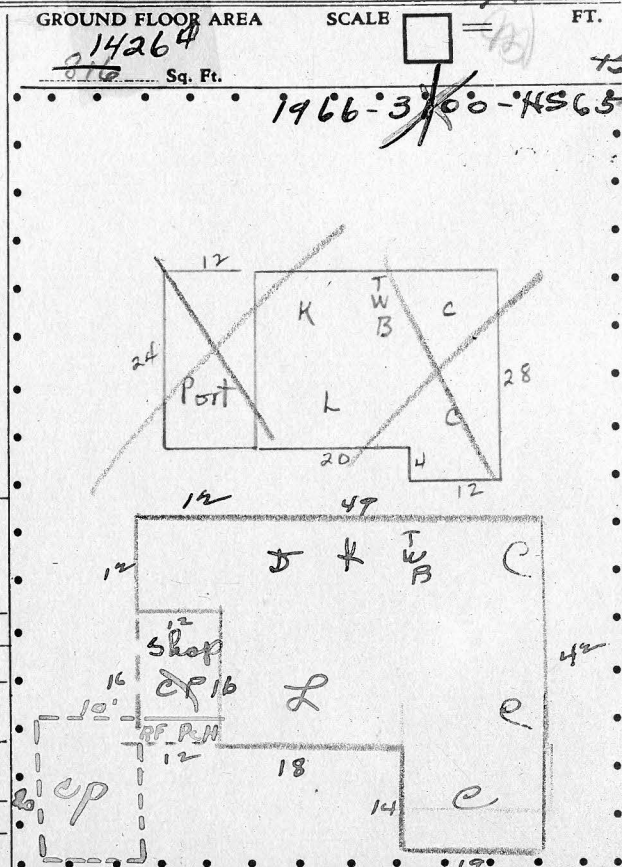
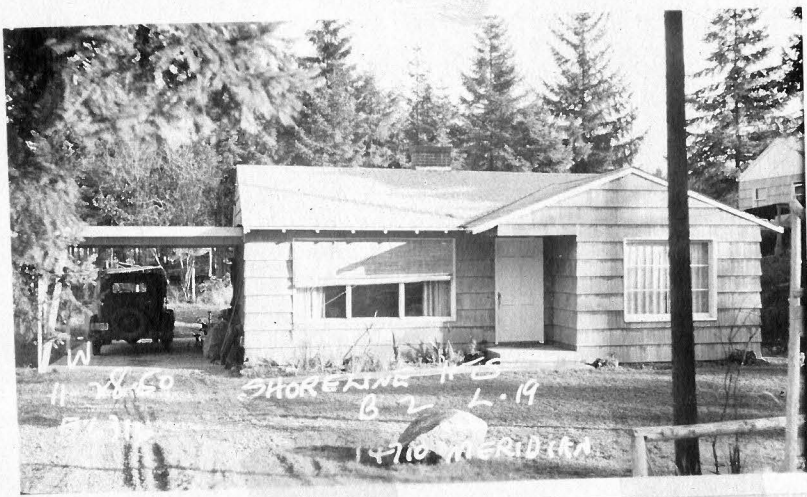
| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | |
|---------------------------------|-------------------------------------|-----|--|----|--|----|------|--|--|
| 151 | Predominate Use | 1SS | | 2M | | 3O | | | |
| 152 | Arch. Attractiveness | 1SS | | X | | 3G | | | |
| 153 | Landscaping | 1SS | | X | | 3G | | | |
| 154 | Unit Balance | 1SS | | X | | 3G | | | |
| 155 | Esmts. & Restrs. | 1SS | | X | | 3G | | | |
| 156 | External Nuisances | 1SS | | X | | 3G | | | |
| 157 | Conf. Gen. Neigh. | 1SS | | X | | 3G | | | |
| 158 | Conf. Immed. Neigh. | 1SS | | X | | 3G | | | |
| 159 | Prox. to Trans. | 1SS | | X | | 3G | | | |
| 160 | Prox. to Soc. Service | 1SS | | X | | 3G | | | |
| 161 | Prox. to Public Service | 1SS | | X | | 3G | | | |
| 162 | Trend | 1SS | | X | | 3G | | | |
| 163 | Planning | 1SS | | X | | 3G | | | |
| 164 | Market Demand | 1SS | | X | | 3G | | | |
| 165 | Land Use Code | | | | | | | | |
| 166 | Base Lot Value | | | | | \$ | 5000 | | |
| 167 | Permanent Rev. Needed | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | |

| STAFF | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|--|--|
| 170 | Land Data Date | | | | | | | | |
| 171 | Appraiser No. | | | | | | | | |
| 172 | Reviewer No. | | | | | | | | |
| 185 | Date | | | | | | | | |
| 186 | Sale | | | | | | | | |

BUILDING DATA

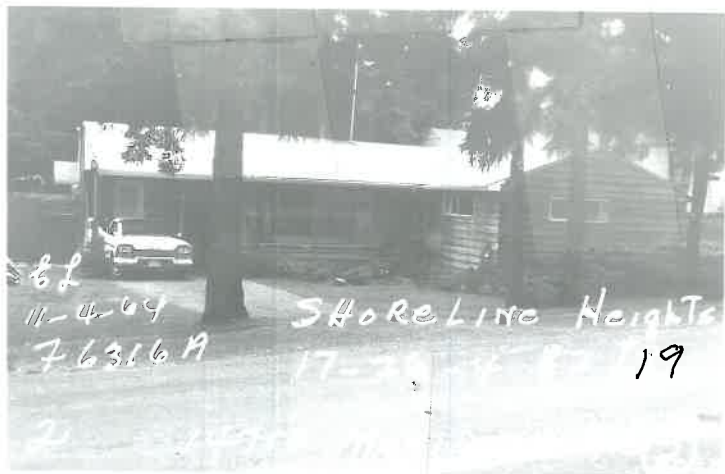
| MAJOR <u>777130</u> MINOR <u>0145</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------------|-------|----|------------|---|------------|------------|---------|--|---|-------|-------|----|-------|---|------------|------|---------|------|-----------|---|---|------|---|-------|-----|-----|------|----------|----|--|------|------|-------|-----|-----|------|--------|----|--|------|------|------|----|----|----|---------|--|--|------|--|-------|-----|-----|--|-------|------|--|------|--|-------|-----|-----|--|--|--|--|--|--|--|--|--|--|----|------------|------|----|------------|------|----|------------|------|---|---------|------|--|---|--|--|---|--|---|--------|-----|--|---|--|--|---|--|---|---------|-----|--|---|--|--|---|--|---|-------|------|--|---|--|--|---|--|
| 12 EXTERIOR Bd. & Btn. <input type="checkbox"/> Shingle Rustic <input type="checkbox"/> Shake <input checked="" type="checkbox"/> Ced./Sid. <input type="checkbox"/> Conc. Blk. Plywood <input type="checkbox"/> Brick Veneer % <input type="checkbox"/> Stone % <input type="checkbox"/> Other _____ | | | | | 19 ROOM DETAIL No. <u>6</u> Entry <input type="checkbox"/> Dining <input type="checkbox"/> Fa/De/R <input type="checkbox"/> Bedroom <input type="checkbox"/> Bath <input type="checkbox"/> Living <input type="checkbox"/> Kitchen <input type="checkbox"/> Utility <input type="checkbox"/> Grade <input type="checkbox"/> Unf. 1/2 Floor Area <input type="checkbox"/> Unf. Full Floor Area <input type="checkbox"/> Sq. Ft. _____ | | | | | 24 INSULATION Walls <input checked="" type="checkbox"/> Ceiling <input type="checkbox"/> Other _____ 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cabinets <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cab. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ctr. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> 26 FLOORS 5 HW <input type="checkbox"/> Conc. <input type="checkbox"/> Tile <input type="checkbox"/> 1 SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. <input type="checkbox"/> Other _____ 27 PLUMBING Baths Full <input type="checkbox"/> 1 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> 1 Sink <input type="checkbox"/> HW Tank <input type="checkbox"/> Laundry Conn. <input type="checkbox"/> Other Sgl. Outlets <input type="checkbox"/> Roughed in Baths <input type="checkbox"/> Other _____ 28 FIREPLACE NO. 1 Bsmt. <input type="checkbox"/> 1st. <input type="checkbox"/> 2nd. <input type="checkbox"/> Sgl. <input type="checkbox"/> Mult. <input type="checkbox"/> Fr.Std. <input type="checkbox"/> Brick <input type="checkbox"/> Stone <input type="checkbox"/> Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Other _____ 29 PORCH No. 1 <input checked="" type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> No. 2 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> No. 3 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> Other _____ 30 DECK No. 1 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. <input type="checkbox"/> No. 2 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. <input type="checkbox"/> No. 3 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. <input type="checkbox"/> Other _____ 30A SOURCE OF DATA Owner _____ Tenant _____ N.H. <u>11-10/72</u> N.H. Card _____ Card Returned _____ | | | | | 200 Condo <input type="checkbox"/> Co-op <input type="checkbox"/> Poss. Int. Units <u>001</u> 201 Use Type <input checked="" type="checkbox"/> 2M <input type="checkbox"/> 3O <input type="checkbox"/> 202 Year Built <u>1949</u> Cost Year 19 <u>71</u> 203 Depreciation Table 204 Functional <input type="checkbox"/> 1SS <input type="checkbox"/> 2S <input type="checkbox"/> 3G <input type="checkbox"/> 205 Condition <input type="checkbox"/> 1SS <input type="checkbox"/> 2S <input type="checkbox"/> 3G <input type="checkbox"/> 206 Workmanship <input type="checkbox"/> 1SS <input type="checkbox"/> 2S <input type="checkbox"/> 3G <input type="checkbox"/> 207 No. of Stories <u>1</u> 208 Total Rooms <u>6</u> 209 Entry <u>1</u> 210 Dining <u>1</u> 211 Fam./Den./Rec. <u>1</u> 212 Bedrooms <u>3</u> 214 Utility Type Rooms <u>1</u> 215 No. of Built-Ins <u>0</u> 216 Adeq. Electric <input type="checkbox"/> 1SS <input type="checkbox"/> 2S <input type="checkbox"/> 3G <input type="checkbox"/> 217 Adeq. Plumbing <input type="checkbox"/> 1SS <input type="checkbox"/> 2S <input type="checkbox"/> 3G <input type="checkbox"/> 218 Adeq. Garage <input type="checkbox"/> 1SS <input type="checkbox"/> 2S <input type="checkbox"/> 3G <input type="checkbox"/> 219 Adeq. Storage <input type="checkbox"/> 1SS <input type="checkbox"/> 2S <input type="checkbox"/> 3G <input type="checkbox"/> 220 Bsmt. Garage <input type="checkbox"/> Area <input type="checkbox"/> 221 Unfin. Attic <input type="checkbox"/> Area <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 ROOF <input checked="" type="checkbox"/> Hip <input checked="" type="checkbox"/> Comp. <input checked="" type="checkbox"/> Gable <input type="checkbox"/> Tile/Slate <input type="checkbox"/> Shed <input type="checkbox"/> Tar/Gravel <input type="checkbox"/> Flat <input type="checkbox"/> Shingle <input checked="" type="checkbox"/> Gutters <input checked="" type="checkbox"/> Drain <input type="checkbox"/> Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy Other _____ | | | | | 20 BUILT-INS NO. 0 B.BQ. <input type="checkbox"/> Disp. <input type="checkbox"/> D.W. <input type="checkbox"/> Intercom <input type="checkbox"/> Fan. & Hd. <input type="checkbox"/> App. Is. <input type="checkbox"/> Vacuum <input type="checkbox"/> Stereo <input type="checkbox"/> Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Other _____ 21 ATTIC <input checked="" type="checkbox"/> None <input type="checkbox"/> <input type="checkbox"/> Unfinished Finished Area <input type="checkbox"/> Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Strwy. <input type="checkbox"/> 1 N <input type="checkbox"/> 2 Y <input type="checkbox"/> 3 F <input type="checkbox"/> Other _____ 22 BASEMENT <input checked="" type="checkbox"/> None <input type="checkbox"/> Part <input type="checkbox"/> Full Finished Rms. No. _____ Finished Area <input type="checkbox"/> Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> <input type="checkbox"/> Daylite Bsmt. Garage <input type="checkbox"/> X Other _____ 23 HEATING <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec. <input type="checkbox"/> F/wf <input type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. <input checked="" type="checkbox"/> BB <input type="checkbox"/> F.A. <input type="checkbox"/> HW <input type="checkbox"/> Conversion <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inadeq. Other _____ | | | | | BUILDING COST DATA 229 Per Cent Complete 230 Eff. Yr. 19 <u>56</u> Obsol % <input type="checkbox"/> Net Cond % <input type="checkbox"/> 231 Grade <u>R1 & 7</u> Variation <u>705</u> 232 1st. Floor <input type="checkbox"/> Area <u>1590</u> 233 Upper Floors <input type="checkbox"/> Area <input type="checkbox"/> 234 Half Story <input type="checkbox"/> Area <input type="checkbox"/> 235 Unf. Floors 1/2 <input type="checkbox"/> Full <input type="checkbox"/> 236 Fin. Attic <input type="checkbox"/> Grade <input type="checkbox"/> Area <input type="checkbox"/> 237 Strwy. to Unf. Attic <input type="checkbox"/> 1N <input type="checkbox"/> 2Y <input type="checkbox"/> 3F <input type="checkbox"/> 238 Total Bsmt. <input type="checkbox"/> Area <input type="checkbox"/> 239 Fin. Bsmt. <input type="checkbox"/> Grade <input type="checkbox"/> Area <input type="checkbox"/> 240 Daylite Bsmt. <input type="checkbox"/> 1N <input type="checkbox"/> 2Y <input type="checkbox"/> 241 Ext. Brick % <input type="checkbox"/> Ext. Stone % <input type="checkbox"/> 242 Heating Source <input type="checkbox"/> 1 Oil <input type="checkbox"/> 2 G <input checked="" type="checkbox"/> El. 243 Heating System <input type="checkbox"/> 1 F/W <input type="checkbox"/> 2 Gr <input type="checkbox"/> 3 Rd. <input checked="" type="checkbox"/> EBB <input type="checkbox"/> 5 Fa <input type="checkbox"/> 6 Hw 244 Heating <input type="checkbox"/> Area <u>1590</u> 245 Central Cooling Costs \$ <input type="checkbox"/> 246 Bathrooms <input type="checkbox"/> Full <input type="checkbox"/> 1 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> 247 H.W. Tank/Sink/Laundry <input type="checkbox"/> 1 248 Other Single Plumbing Outlets <input type="checkbox"/> 249 Fireplaces <input type="checkbox"/> Single <input type="checkbox"/> Multi.-fl. <input type="checkbox"/> Free-Std <input type="checkbox"/> 250 Fireplace Add. Outlets <input type="checkbox"/> 251 Porch <input type="checkbox"/> 1 DK <input checked="" type="checkbox"/> OP <input type="checkbox"/> 3 En <input type="checkbox"/> Area <u>50</u> 252 Porch <input type="checkbox"/> 1 DK <input type="checkbox"/> OP <input type="checkbox"/> 3 En <input type="checkbox"/> Area <input type="checkbox"/> 253 Porch <input type="checkbox"/> 1 DK <input type="checkbox"/> OP <input type="checkbox"/> 3 En <input type="checkbox"/> Area <input type="checkbox"/> 254 Additional Costs \$ <input type="checkbox"/> 255 Garage Att. <input type="checkbox"/> Area <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 WINDOWS <input checked="" type="checkbox"/> Wood 1/2 <input type="checkbox"/> Steel <input checked="" type="checkbox"/> Alum. 1/2 <input type="checkbox"/> SI/GI/Dr Other _____ | | | | | 15 FOUNDATION <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Thick <input type="checkbox"/> Concrete Block <input type="checkbox"/> Post & Pier Other _____ 16 FLOOR CONST. Flr. Joists <input checked="" type="checkbox"/> X <input type="checkbox"/> Bridged <input type="checkbox"/> O.C. Post & Beam <input checked="" type="checkbox"/> X Stud Bearing <input checked="" type="checkbox"/> X <input type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Hidden _____ 17 ELECTRIC Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Other _____ 18 CONST CLASS <input type="checkbox"/> Single <input type="checkbox"/> Sub. Std. <input checked="" type="checkbox"/> Double <input checked="" type="checkbox"/> Std. <input type="checkbox"/> Solid <input type="checkbox"/> Good <input type="checkbox"/> Pre. Fab. <input type="checkbox"/> Special | | | | | BUILDING COST DATA 247 Heating <input type="checkbox"/> Area <u>1590</u> 245 Central Cooling Costs \$ <input type="checkbox"/> 246 Bathrooms <input type="checkbox"/> Full <input type="checkbox"/> 1 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> 247 H.W. Tank/Sink/Laundry <input type="checkbox"/> 1 248 Other Single Plumbing Outlets <input type="checkbox"/> 249 Fireplaces <input type="checkbox"/> Single <input type="checkbox"/> Multi.-fl. <input type="checkbox"/> Free-Std <input type="checkbox"/> 250 Fireplace Add. Outlets <input type="checkbox"/> 251 Porch <input type="checkbox"/> 1 DK <input checked="" type="checkbox"/> OP <input type="checkbox"/> 3 En <input type="checkbox"/> Area <u>50</u> 252 Porch <input type="checkbox"/> 1 DK <input type="checkbox"/> OP <input type="checkbox"/> 3 En <input type="checkbox"/> Area <input type="checkbox"/> 253 Porch <input type="checkbox"/> 1 DK <input type="checkbox"/> OP <input type="checkbox"/> 3 En <input type="checkbox"/> Area <input type="checkbox"/> 254 Additional Costs \$ <input type="checkbox"/> 255 Garage Att. <input type="checkbox"/> Area <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Code 31 REMARKS 30A CLEANING LADY ANS. QUESTIONS N. ADM 31 CAR PORT ONLY PU - Patio - nice quality home w/ Birch cabinets - recently sold 150000 - seller pd \$5000 dot buyer's costs 10/90 SSMA PU 3/4 bath + 1/2 bath per owner - change grade to 8 for 1949 | | | | | | | | | | ACCESSORY IMPROVEMENTS 258 Gar. Det. <input type="checkbox"/> Grade <input type="checkbox"/> Area <input type="checkbox"/> 259 Eff. Year 19 <input type="checkbox"/> Net Cond. % <input type="checkbox"/> 260 Carport <input type="checkbox"/> Area <u>200</u> 262 No. of Parking Stalls <u>1</u> 266 Pool <input type="checkbox"/> Grade <input type="checkbox"/> 7 <input type="checkbox"/> Area <u>800</u> 267 Pool Eff. Yr. 19 <u>67</u> Net Cond. % <input type="checkbox"/> 268 X Paired 2 Gunite 3 Fib. gl. 4 Plastic 269 Concrete <input type="checkbox"/> Area <u>200</u> 270 Asphalt <input type="checkbox"/> Area <input type="checkbox"/> 271 Other Misc. Imps. Value \$ <input type="checkbox"/> 272 Permanent Review Needed <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 MISCELLANEOUS IMPROVEMENTS <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Items</th> <th>Const</th> <th>Gr</th> <th>Floor</th> <th>Roof</th> <th>Dimensions</th> <th>Area</th> <th>\$ F.V.</th> </tr> </thead> <tbody> <tr> <td>1907</td> <td>SWIM POOL</td> <td>1</td> <td>7</td> <td>CONC</td> <td>—</td> <td>20X40</td> <td>800</td> <td>200</td> </tr> <tr> <td>1949</td> <td>CAR PORT</td> <td>FR</td> <td></td> <td>CONC</td> <td>ALUM</td> <td>10X20</td> <td>200</td> <td>200</td> </tr> <tr> <td>1969</td> <td>P#1 OP</td> <td>FR</td> <td></td> <td>CONC</td> <td>COMP</td> <td>4X12</td> <td>48</td> <td>48</td> </tr> <tr> <td>90</td> <td>long rd</td> <td></td> <td></td> <td>long</td> <td></td> <td>10X20</td> <td>200</td> <td>200</td> </tr> <tr> <td></td> <td>Patio</td> <td>Slab</td> <td></td> <td>conc</td> <td></td> <td>15X30</td> <td>450</td> <td>450</td> </tr> </tbody> </table> | | | | | | | | | | Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | 1907 | SWIM POOL | 1 | 7 | CONC | — | 20X40 | 800 | 200 | 1949 | CAR PORT | FR | | CONC | ALUM | 10X20 | 200 | 200 | 1969 | P#1 OP | FR | | CONC | COMP | 4X12 | 48 | 48 | 90 | long rd | | | long | | 10X20 | 200 | 200 | | Patio | Slab | | conc | | 15X30 | 450 | 450 | 51 PRINCIPAL BUILDING <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>FI</th> <th>Dimensions</th> <th>Area</th> <th>FI</th> <th>Dimensions</th> <th>Area</th> <th>FI</th> <th>Dimensions</th> <th>Area</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>24 x 49</td> <td>1176</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> <tr> <td>1</td> <td>4 x 37</td> <td>148</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> <tr> <td>1</td> <td>14 x 19</td> <td>266</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> <tr> <td>1</td> <td>TOTAL</td> <td>1590</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> </tbody> </table> | | | | | | | | | | FI | Dimensions | Area | FI | Dimensions | Area | FI | Dimensions | Area | 1 | 24 x 49 | 1176 | | x | | | x | | 1 | 4 x 37 | 148 | | x | | | x | | 1 | 14 x 19 | 266 | | x | | | x | | 1 | TOTAL | 1590 | | x | | | x | |
| Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1907 | SWIM POOL | 1 | 7 | CONC | — | 20X40 | 800 | 200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1949 | CAR PORT | FR | | CONC | ALUM | 10X20 | 200 | 200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1969 | P#1 OP | FR | | CONC | COMP | 4X12 | 48 | 48 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 90 | long rd | | | long | | 10X20 | 200 | 200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Patio | Slab | | conc | | 15X30 | 450 | 450 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FI | Dimensions | Area | FI | Dimensions | Area | FI | Dimensions | Area | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 24 x 49 | 1176 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 4 x 37 | 148 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 14 x 19 | 266 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | TOTAL | 1590 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| STAFF 282 Building Data Date <input type="checkbox"/> 283 Appraiser No. <input type="checkbox"/> 284 Reviewer No. <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|-----------------------|-----------------|-----------------|-----------------|------|------------------|----------------|--------|-------|--------|---------|-----------|
| at airport | open | conc | alum | | 20x10 | 200 | | \$ | | \$ | \$ |
| Garage | Garage | conc | flat | | 12x24 | 288 | | \$ | | \$ | \$ |
| 4 CP | open | deck | comp | 1 | 12x16 | 192 | | \$ | | \$ | \$ |
| 4 Pool | conc | | | | 20x40 | 800 | | \$ | | \$ | \$ |
| 2 - 1/2 | dlb | conc | conc | 1 | 12x12 | 144 | | \$ | | \$ | \$ |



| | Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|--------|-----------------|--------------|----------|------|------|------------|------------|--------|-------|--------|---------|-----------|
| 69 att | carport | open | concrete | flat | | 20x10 | 200 | | \$ | | \$ | \$ |
| 64 | CP | open | concrete | flat | 1 | 12x16 | 192 | | \$ | | \$ | \$ |
| 64 | Pool | concrete | concrete | flat | 1 | 20x40 | 800 | | \$ | | \$ | \$ |
| 64 | Pool | concrete | concrete | flat | 1 | 12x12 | 144 | | \$ | | \$ | \$ |

| LIMITS | ROAD | SCHOOL | WATER | FIRE | TOTAL ACREAGE | TIMBER | IMPROVED | UNIMPROVED | |
|--------|------|--------|-------|-------|---------------|---------|------------------------|-------------------|---------|
| Co | 3 | 412 | | 4 | 777130-0145 | SEWER | HSPIL. | AIRPT. | |
| | | | | | | FERRY | Metro | PK & REC. | |
| | | | | | | | 1500 | 7235 | |
| | | | | | | | 4590 | LIB | |
| YR | AC | LAND | BLDGS | TOTAL | BY | DATE | REASON | FEE OWNER | DATE |
| 1952 | | | 1100 | | | 1-51 | Omitted from 1951 roll | | 0 |
| 1952 | | 200 | 1100 | 1300 | Ca | 1-51 | New Emp Bldg 1949 | | |
| 1957 | | 310 | 1100 | 1410 | at | 5-28-56 | Rev | B 314653 12-16-58 | |
| 1962 | | 310 | 1500 | 1810 | 7mo | 12/9/60 | Rev - | ROYAL W SUMMERS | 11000 |
| 1963 | | 580 | 1500 | 2080 | L.L. | 9-21-61 | Rev | W.B. & L. McCurdy | 7-10-70 |
| 1966 | | 580 | 3100 | 3680 | B.G. | 5-18-65 | Area + pool 65 | 8115386 | #33,500 |
| 1969 | | 780 | 3100 | 3880 | W.D. | 11-3-67 | Rev | | |
| 1970 | | 780 | 3200 | 3980 | 86 | 4-9-69 | New airport & shop | | |
| 1971 | L | 1560 | B | 6400 | T | | 7960*777130-0145-0 | 8/9 | |
| 1972 | | 2420 | 11070 | 13490 | 26 | 2-16-71 | Rev-1 | | |
| 1972 | L | 1921 | B | 8790 | T | | 10711*777130-0145-0 | 9/71 | |
| 1973 | L | 2420 | B | 11070 | T | | 13490*777130-0145-0 | 9/71 | |
| 19 | | | | | | | | | |
| 19 | | | | | | | | | |
| 19 | | | | | | | | | |
| 19 | | | | | | | | | |
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| 19 | | | | | | | | | |
| 19 | | | | | | | | | |



KING COUNTY
RESIDENTIAL PROPERTY RECORD

099 SHEET

1 OF 1

MAJOR 777130 MINOR 0150 2 FOLIO 6316 A

3 Addition
SHORELINE HEIGHTS ADD

4 Quar 3 Sec 17 Twn 26 Rge 04 Block 002 Lot 020

Situs 5 Area 002 Sub Area F 6 Zip 98 133

7 Address
14704 MERIDIAN AVE N

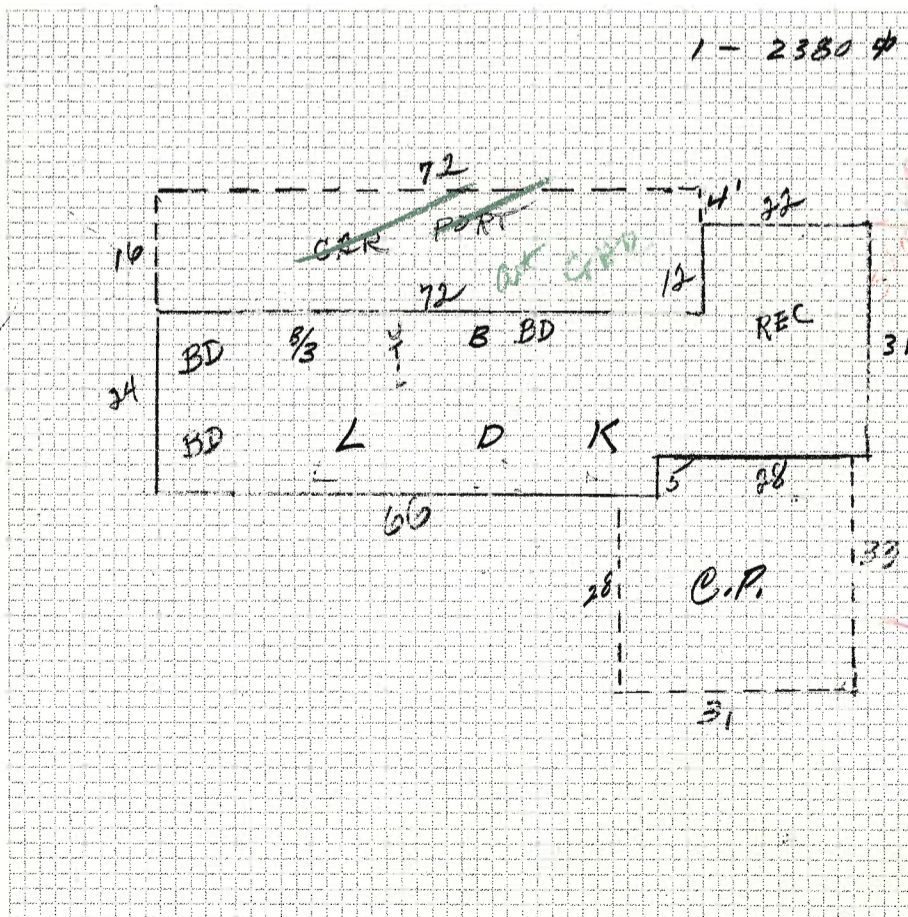
8 Descrip

9 LAND C
10 REMAI
Code



10A PERMIT INFORMATION
No. 865240 Date Issued 2-16-48 - 2-13-68 P.V.
Date Const. Started PERMIT 1968 Date Completed 1968
Date Occupied 1969
Remodeled

11 PLAT OF BUILDING Scale 1 CM = 10'



| LAND | | | | | | | | | |
|------|------------------------------|---|----|----|----|----|----|---|----|
| 100 | Zone Actual | 1 | N | | | | | | |
| 101 | Zone Conformity | 1 | N | | | | | | |
| 102 | Hgt. & Best Use | 1 | N | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | | 6 | 8 |
| 105 | Lot Depth | | | | | | | 1 | 2 |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | % | 1 |
| 108 | Lot Depth (useable) | | | | | | | % | 1 |
| 110 | Lot Wd. (standard) | | | | | | | | 6 |
| 111 | Lot Depth (standard) | | | | | | | | 3 |
| 113 | Unit Value | | | | | | | 4 | 8 |
| 114 | Representative Site | 1 | SS | | | | | 3 | G |
| 115 | Irregular | 1 | X | | | | | | |
| 116 | Corner | 1 | N | | | | | | |
| 117 | Grade | 1 | LW | | | | | 3 | HG |
| 118 | Slope | 1 | LV | 2 | SU | 3 | SD | 4 | BK |
| 119 | Street Access | 1 | SS | | | | | 3 | G |
| 120 | Water Front | 1 | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1 | N | 2 | P | | | 3 | Y |
| 122 | Tide Land | 1 | X | | | | | | |
| 123 | Alley | 1 | X | | | | | | |
| 124 | Cul De Sac | 1 | X | | | | | | |
| 125 | Thru Street | 1 | N | | | | | | |
| 126 | Street Front | 1 | N | | | | | | |
| 127 | Curbs & Gutters | 1 | N | 2 | P | | | | |
| 128 | Sidewalks | 1 | N | 2 | P | | | | |
| 129 | Street Surface | 1 | C | | | | | 3 | 0 |
| 130 | Street Condition | 1 | SS | | | | | 3 | G |
| 131 | Street Traffic | 1 | H | | | | | 3 | L |
| 132 | Street Lights | 1 | N | 2 | SS | | | | 4 |
| 133 | Water | 1 | X | WD | 2 | PR | 3 | B | |
| 134 | Water System | 1 | X | AD | 2 | IA | | | |
| 135 | Sanitary Sewers | 1 | N | | | | | | |
| 136 | Storm Sewers | 1 | N | | | | | | |
| 137 | Underground Utilities | 1 | X | 2 | P | | | 3 | Y |

| VIEW | | | | | | | | | |
|------|--------------------|---|----|--|--|--|--|---|---|
| 140 | View Lot | 1 | X | | | | | 2 | Y |
| 141 | View Olympic Range | 1 | SS | | | | | 2 | S |
| 142 | View Cascade Range | 1 | SS | | | | | 2 | S |
| 143 | View Mt. Rainier | 1 | SS | | | | | 2 | S |
| 144 | View Pug. Sound | 1 | SS | | | | | 2 | S |
| 145 | View Lake | 1 | SS | | | | | 2 | S |
| 146 | View River | 1 | SS | | | | | 2 | S |
| 147 | View City | 1 | SS | | | | | 2 | S |
| 148 | Territorial View | 1 | SS | | | | | 2 | S |
| 149 | View Utilization | 1 | SS | | | | | 2 | S |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | |
|---------------------------------|-------------------------------------|---|----|--|--|--|--|----|---|
| 151 | Predominate Use | 1 | X | | | | | 2 | M |
| 152 | Arch. Attractiveness | 1 | SS | | | | | | 3 |
| 153 | Landscaping | 1 | SS | | | | | | 3 |
| 154 | Unit Balance | 1 | SS | | | | | | 3 |
| 155 | Esmts. & Restr. | 1 | SS | | | | | | 3 |
| 156 | External Nuisances | 1 | SS | | | | | | 3 |
| 157 | Conf. Gen. Neigh. | 1 | SS | | | | | | 3 |
| 158 | Conf. Immed. Neigh. | 1 | SS | | | | | | 3 |
| 159 | Prox. to Trans. | 1 | SS | | | | | | 3 |
| 160 | Prox. to Soc. Service | 1 | SS | | | | | | 3 |
| 161 | Prox. to Public Service | 1 | SS | | | | | | 3 |
| 162 | Trend | 1 | SS | | | | | | 3 |
| 163 | Planning | 1 | SS | | | | | | 3 |
| 164 | Market Demand | 1 | SS | | | | | | 3 |
| 165 | Land Use Code | | | | | | | | |
| 166 | Base Lot Value | | | | | | | \$ | 5 |
| 167 | Permanent Rev. Needed | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | |

| STAFF | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|---|---|
| 170 | Land Data Date | | | | | | | 1 | 1 |
| 171 | Appraiser No. | | | | | | | 1 | 9 |
| 172 | Reviewer No. | | | | | | | 1 | 9 |
| 173 | Date | | | | | | | | |
| 174 | Sale | | | | | | | | |

| | | |
|-----|----------------|----------|
| 170 | Land Data Date | 11/17/11 |
| 171 | Appraiser No. | 190510 |
| 172 | Reviewer No. | |
| 185 | Date | 11/17/11 |
| | Sale | |

BUILDING DATA

| MAJOR <u>777130</u> MINOR <u>0150</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------------|-------|----|------------|--|------------------|------------|---------|--|--|------------|-------|----|------------|---|------------|------------|---------|------|---|-----|--|------|----|--|------|--|------|----------|---|---|------|-----|------------------|--|--|---|----------|------|--|------|--|---------|-----|--|---|-------|------|--|---|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|
| 12 EXTERIOR | | | | | 19 ROOM DETAIL | | | | | 24 INSULATION | | | | | 200 Condo | | | | | Co-op | | | | | Poss. Int. Units | | | | | 001 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bd. & Btn. <input type="checkbox"/> Shingle <input type="checkbox"/> Rustic <input type="checkbox"/> Shake <input checked="" type="checkbox"/> Ced./Sid. <input type="checkbox"/> Conc. Blk. <input type="checkbox"/> Plywood <input type="checkbox"/> Brick Veneer % <input type="checkbox"/> Stone % Other _____ | | | | | No. <u>1</u> Entry Dining Fa/De <u>(R)</u> Bedroom Bath Living Kitchen Utility Grade Unf. 1/2 Floor Area Sq. Ft. Unf. Full Floor Area Sq. Ft. | | | | | Walls <input checked="" type="checkbox"/> Ceiling Other 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. Cabinets <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. Cab. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ctr. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 26 FLOORS 3 HW <input type="checkbox"/> Conc. <input type="checkbox"/> Tile SW <u>3</u> WWC <u>1</u> Lino. | | | | | 201 Use Type 202 Year Built <u>1948</u> Cost Year 19 <u>71</u> 203 Depreciation Table 204 Functional <u>1</u> SS <input checked="" type="checkbox"/> 3G 205 Condition <u>1</u> SS <input checked="" type="checkbox"/> 3G 206 Workmanship <u>1</u> SS <input checked="" type="checkbox"/> 3G 207 No. of Stories <u>1</u> 0 208 Total Rooms <u>7</u> 209 Entry 210 Dining 211 Fam./Den/Rec. 212 Bedrooms 214 Utility Type Rooms 215 No. of Built-Ins 216 Adeq. Electric <u>1</u> SS <input checked="" type="checkbox"/> 3G 217 Adeq. Plumbing <u>1</u> SS <input checked="" type="checkbox"/> 3G 218 Adeq. Garage <u>1</u> SS <input checked="" type="checkbox"/> 2S <input checked="" type="checkbox"/> 3G 219 Adeq. Storage <u>1</u> SS <input checked="" type="checkbox"/> 3G 220 Bsmt. Garage Area 221 Unfin. Attic Area | | | | | 13 ROOF <input checked="" type="checkbox"/> Hip <input checked="" type="checkbox"/> Comp. <input checked="" type="checkbox"/> Gable <input type="checkbox"/> Tile/Slate <input type="checkbox"/> Shed <input type="checkbox"/> Tar/Gravel <input type="checkbox"/> Flat <input type="checkbox"/> Shingle <input checked="" type="checkbox"/> Gutters <input checked="" type="checkbox"/> Drain <input type="checkbox"/> Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy Other _____ | | | | | 14 WINDOWS <input type="checkbox"/> Wood <input type="checkbox"/> Steel <input checked="" type="checkbox"/> Alum. <u>1</u> SI/GI/Dr Other _____ | | | | | 15 FOUNDATION <input checked="" type="checkbox"/> Concrete <u>6"</u> Thick <input type="checkbox"/> Concrete Block <input type="checkbox"/> Post & Pier Other _____ | | | | | 16 FLOOR CONST. Flr. Joists <input checked="" type="checkbox"/> X <input type="checkbox"/> Bridged <input type="checkbox"/> O.C. Post & Beam <input checked="" type="checkbox"/> X Stud Bearing <input checked="" type="checkbox"/> X <input checked="" type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Hidden | | | | | 17 ELECTRIC Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other _____ | | | | | 18 CONST CLASS <input type="checkbox"/> Single <input type="checkbox"/> Sub. Std. <input checked="" type="checkbox"/> Double <input checked="" type="checkbox"/> Std. <input type="checkbox"/> Solid <input type="checkbox"/> Good <input type="checkbox"/> Pre. Fab. <input type="checkbox"/> Special | | | | | 21 ATTIC <input checked="" type="checkbox"/> None <input type="checkbox"/> Unfinished Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Strwy. <u>1</u> N <u>2</u> Y <u>3</u> F Other _____ | | | | | 22 BASEMENT <input checked="" type="checkbox"/> None <input type="checkbox"/> Part <input type="checkbox"/> Full Finished Rms. No. Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Daylite Bsmt. Garage <input checked="" type="checkbox"/> X Other _____ | | | | | 23 HEATING <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Elec. <input type="checkbox"/> F/wf <input type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. <input checked="" type="checkbox"/> BB <input checked="" type="checkbox"/> F.A. <input type="checkbox"/> HW <input checked="" type="checkbox"/> Conversion <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inadeq. Other _____ | | | | | 28 FIREPLACE NO. <u>2</u> Bsmt. <input type="checkbox"/> 1st. <input type="checkbox"/> 2nd. Sgl. <input type="checkbox"/> Mult. <input type="checkbox"/> Fr.Srd. Brick <input type="checkbox"/> Stone Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Other _____ | | | | | 29 PORCH <u>Small</u> No. 1 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 2 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 3 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. Other _____ | | | | | 30 DECK <input checked="" type="checkbox"/> No. 1 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 2 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 3 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. Other _____ | | | | | 30A SOURCE OF DATA Owner Tenant N.H. N.H. Card <u>11-13-72</u> Card Returned | | | | | 227 Per Cent Complete 230 Eff. Yr. 19 <u>66</u> Obsol % 231 Grade <u>R108</u> Variation 232 1st. Floor Area <u>238</u> 0 233 Upper Floors Area 234 Half Story Area 235 Unf. Floors 1/2 Full 236 Fin. Attic Grade Area 237 Strwy. to Unf. Attic <u>1</u> N <u>2</u> Y <u>3</u> F 238 Total Bsmt. Area 239 Fin. Bsmt. Grade Area 240 Daylite Bsmt. <u>1</u> N <u>2</u> Y 241 Ext. Brick % Ext. Stone % 242 Heating Source <u>1</u> Oil <input checked="" type="checkbox"/> G <u>3</u> El. 243 Heating System <u>1</u> F/W <u>2</u> Gr <u>3</u> Rd. 244 Heating Area <u>238</u> 0 245 Central Cooling Costs \$ 246 Bathrooms Full <u>1</u> 3/4 <u>1</u> 1/2 0 247 H.W. Tank/Sink/Laundry 248 Other Single Plumbing Outlets 249 Fireplaces Single Multi.-fl. Free-Std 250 Fireplace Add Outlets 252 Porch <u>1</u> DK <u>2</u> OP <u>3</u> En Area 253 Porch <u>1</u> DK <u>2</u> OP <u>3</u> En Area 254 Porch <u>1</u> DK <u>2</u> OP <u>3</u> En Area 255 Additional Costs \$ <u>58</u> 0 256 Garage Att. Area <u>1150</u> | | | | |
| Code 31 REMARKS <u>300 NOT HOME LEFT N.H. CARD</u> <u>318 C.P. only</u> <u>255 B-I (2) F.D. @ \$580.</u> <u>271 CP (1010 X 1.40 X 100 X 95 = 1343) F/V 1340 made an</u> <u>87180 DA correction add of CP on W/S because add</u> <u>quality</u> <u>Talked to owner - Fiberglass Corn 512-68</u> <u>being taken off side next wknd - new</u> <u>picture Renovated in 68 - 10/90 1 SSNA</u> <u>50 New Cedar Siding</u> | | | | | | | | | | 257 Gar. Det. Grade Area 259 Eff. Year 19 Net Cond. % 260 Carport <u>1010</u> Area <u>1150</u> 262 No. of Parking Stalls <u>4</u> 266 Pool Grade Area 267 Pool Eff. Yr. 19 Net Cond. % 268 1 Poured 2 Gunite 3 Fib. gl. 4 Plastic 269 Concrete Area <u>32</u> 0 270 Asphalt Area 271 Other Misc. Imps. Value \$ <u>134</u> 0 272 Permanent Review Needed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 51 PRINCIPAL BUILDING <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Fl</th> <th>Dimensions</th> <th>Area</th> <th>Fl</th> <th>Dimensions</th> <th>Area</th> <th>Fl</th> <th>Dimensions</th> <th>Area</th> </tr> <tr> <td>1</td> <td>12 x 22</td> <td>264</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> <tr> <td>1</td> <td>5 x 66</td> <td>330</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> <tr> <td>1</td> <td>19 x 94</td> <td>1786</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> <tr> <td>1</td> <td>TOTAL</td> <td>2380</td> <td></td> <td>x</td> <td></td> <td></td> <td>x</td> <td></td> </tr> </table> | | | | | | | | | | Fl | Dimensions | Area | Fl | Dimensions | Area | Fl | Dimensions | Area | 1 | 12 x 22 | 264 | | x | | | x | | 1 | 5 x 66 | 330 | | x | | | x | | 1 | 19 x 94 | 1786 | | x | | | x | | 1 | TOTAL | 2380 | | x | | | x | | STAFF 282 Building Data Date 283 Appraiser No. 284 Reviewer No. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fl | Dimensions | Area | Fl | Dimensions | Area | Fl | Dimensions | Area | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 12 x 22 | 264 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 5 x 66 | 330 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 19 x 94 | 1786 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | TOTAL | 2380 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 MISCELLANEOUS IMPROVEMENTS <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Year</th> <th>Items</th> <th>Const</th> <th>Gr</th> <th>Floor</th> <th>Roof</th> <th>Dimensions</th> <th>Area</th> <th>\$ F.V.</th> </tr> <tr> <td>1972</td> <td>CONC GAR</td> <td>FR</td> <td></td> <td>CONC</td> <td>FG</td> <td>16 X 72</td> <td>1152</td> <td></td> </tr> <tr> <td>1968</td> <td>CAR PORT</td> <td>FR</td> <td>7</td> <td>CONC</td> <td>T&G</td> <td>5 X 28 + 28 X 31</td> <td>1008</td> <td></td> </tr> <tr> <td></td> <td>Driveway</td> <td></td> <td></td> <td>CONC</td> <td></td> <td>16 X 20</td> <td>320</td> <td></td> </tr> </table> | | | | | | | | | | Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | 1972 | CONC GAR | FR | | CONC | FG | 16 X 72 | 1152 | | 1968 | CAR PORT | FR | 7 | CONC | T&G | 5 X 28 + 28 X 31 | 1008 | | | Driveway | | | CONC | | 16 X 20 | 320 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1972 | CONC GAR | FR | | CONC | FG | 16 X 72 | 1152 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1968 | CAR PORT | FR | 7 | CONC | T&G | 5 X 28 + 28 X 31 | 1008 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Driveway | | | CONC | | 16 X 20 | 320 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

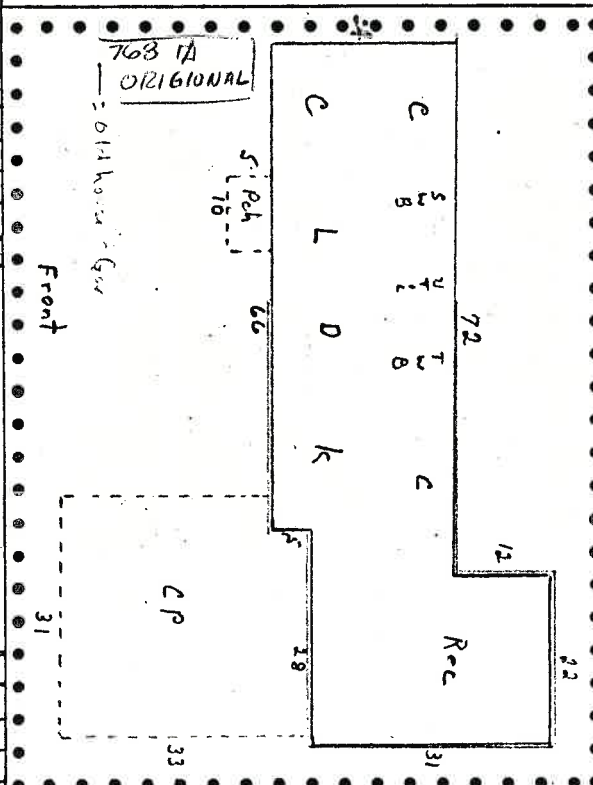
FOLIO
6316-A
PERMIT NO.
66346 Original
329131 Rebuild
DATE
2-16-48
2-13-48

ADDITION Shoreline Hts.
Section 17 Twp. 26 Range 4 Ewm. Block 2 Lot or 20
Tax Lot _____ Tract _____
Description
NC-72 ROLL R-8

0150

3 Address of Property 14704 Meridian Ave N. Cont. Purchaser _____
4 Fee Owner Edward L Carter Architect _____ Contractor _____
6 Original Building Cost \$ _____ Owner-Tenant Occupied _____ Rental per Month \$ _____ Estimated per Month Rental \$ _____
7 Condition of Exterior G Interior G Foundation G Floor Plan: Good ☒ Fair _____ Poor _____

| BUILDING | | BASEMENT | | CONSTRUCTION | | CLASS | | GROUND FLOOR PLAN | |
|-----------------|---------------------|---------------------|---------|--------------------|------|--|--|-------------------|--|
| 1 | One Family Dwelling | Full | Part | Single | RI-8 | 2380 Sq. Ft. SCALE <input type="checkbox"/> = <input type="checkbox"/> Ft. | | | |
| 1 | Two Family Dwelling | Part | Sq. Ft. | Double | | | | | |
| 1 | No. of Stories | Conc. | Frame | Solid | | | | | |
| 8 | No. of Rooms | Cement Blocks | | Very Cheap | | | | | |
| 8 | Basement | | Floor | Cheap | | | | | |
| 8 | 1st Floor | Recreation Room | | Medium | | | | | |
| | 2nd Floor | Living Room | | Good | | | | | |
| | Attic | Service Rooms | | Special | | | | | |
| INTERIOR WALLS | | Garage | | Pre-Fab | | | | | |
| | Plaster | Unfinished | | EXTERIOR WALLS | | | | | |
| 8 | Plaster Board | | | Boards & Batten | | | | | |
| | Plywood | | | Shiplap | | | | | |
| | Ceiled | | | Rustic | | | | | |
| | Open Studs | Concrete 6" Thick | | Cedar Siding | | | | | |
| 7 | Painted | Cement Blocks | | Shingles | | | | | |
| 1 | Papered | Stone or Brick | | Shakes | | | | | |
| | Ceiling | Wood Post-Conc. Blk | | Stucco on Lath | | | | | |
| | Unfinished | FLOOR CONSTRUCTION | | Brick Veneer | | | | | |
| FLOORS | | 1st Floor Joists | | Till Kind | | | | | |
| 3 | Hardwood 3 w/w | Bridged | | Composition | | | | | |
| 4 | Fir 3 w/w | Post & Beam | | Stone Type | | | | | |
| 1 | Concrete 1 w/w | Stud Bearing | | Blocks | | | | | |
| 1 | Linoleum | T & G | | CABINETS & CLOSETS | | | | | |
| FIREPLACE No. 0 | | CEILING HEIGHT | | Mahg | | | | | |
| | Stems | Basement | | Mahg | | | | | |
| | Bsmt. 1st 2nd | 1st Floor | | Mahg | | | | | |
| | Brick | 2nd Floor | | Wardrobes | | | | | |
| | Stone | 3rd Floor | | | | | | | |
| | | Attic | | | | | | | |
| | | Low High | | | | | | | |
| | | ROOF | | | | | | | |
| | | Shingle | | | | | | | |
| | | Composition | | | | | | | |
| | | Shake | | | | | | | |
| | | Tile or Slate | | | | | | | |
| | | Tar & Gravel | | | | | | | |
| | | Built-Up | | | | | | | |
| INTERIOR TRIM | | PORCHES | | S.F. AREA | | | | | |
| 8 | Hardwood Mahg | 1 One Story | | | | | | | |
| | Fir | 2 Two Story | | | | | | | |
| | Painted | 3 Unroofed | | | | | | | |
| | Natural | 4 C'mt. Flr. | | | | | | | |
| | Unfinished | 5 Wood Flr. | | | | | | | |
| PLUMBING | | 6 Enclosed | | | | | | | |
| 9 | No. of Fixtures | HEATING | | | | | | | |
| 1 | Tub - Leg or Pem. | Stove | | | | | | | |
| 2 | Toilets | Floor Furnace | | | | | | | |
| 2 | Basin - Pedestal | Cabinet Furnace | | | | | | | |
| 1 | Sink | Pot Oil Burner | | | | | | | |
| 1 | Shower Stall | Pressure Oil Burner | | | | | | | |
| 1 | Hot Water Tank | Gas FHA | | | | | | | |
| 1 | Laundry Trays | Stoker | | | | | | | |
| | None | Fan | | | | | | | |
| | Unfinished | Air Conditioning | | | | | | | |
| | Expensive | Radiant | | | | | | | |
| | Good | Hot Water | | | | | | | |
| | Average | Electric | | | | | | | |
| | Cheap | Heat Pump | | | | | | | |



Date First Occupied, Month Oct 1948
Date Built, 19 48 Unfinished ☐ Moved, 19 _____
Date Finished, 19 48 Rebuilt, 19 68 Remodeled, 19 69 4 ADD
Dep. for Age 13 - 8 ADD REMOD Future Life _____ Years
Dep. for Cond. _____ Dep. for Ob. _____ Dep. for Es. _____ Total 5%



| YEAR | OTHER BLDG. | CONSTRUCTION | FLOOR | ROOF | DIMENSIONS | S.F. AREA | FACTOR | VALUE | % DEPR. | A.V. |
|------|-------------|--------------|-------|------|------------|-----------|--------|-------|---------|------|
| 68 | Att CP | Open | Conc | T&G | 31 X 33 | 1023 | | | | |
| | | | | | X | | | | | |
| | | | | | X | | | | | |
| | | | | | X | | | | | |

| BUILDINGS | | ATTIC | | YEAR | | ASSESSED VALUE | |
|-----------|-----------------|-------|-------------------|------|-------|----------------|----|
| 1 | Range | 1 | Stairway | 61 | 1250 | 60 | 60 |
| 1 | Oven | 1 | Open Closed | 70 | 4750 | 64 | 69 |
| 1 | Refrigerator | 1 | Finished | 71 | 9500 | | |
| 1 | Dishwasher | 1 | Unfinished Useful | 72 | 15730 | | |
| TILE | | LINO | | | | | |
| L | Floor-Wall | 2 | Bath | | | | |
| L | Floor-Wall | 15 | | | | | |
| F | Floor-Wall | | | | | | |
| F | Vanity | | | | | | |
| F | Kit. Drainboard | | | | | | |

District

6316

2 Addition

Section 17 Twp. 26 Range 4 EWM. Block 2 Tract or Lot No. 20

Permit No.

86546

Date

2-16-48

3 Address of Property 14704 Meridian

4 Fee Owner

5 Architect

6 Original Building Cost \$ Owner-Tenant Occupied Rental per Month \$ Estimated Rental per Month \$

7 Condition of Exterior 8 Interior 8 Foundation 8 Floor Plan Good Accept Poor

BUILDING

- ☒ One Family Dwelling
☐ Two Family Dwelling
1 No. of Stories
4 No. of Rooms
4 Basement
First Floor
Second Floor
Third Floor
Attic

TILE LINO

- ☒ Floor-Wall Bath
Floor-Wall Lavatory
Floor-Wall
Floor-Wall
Floor-Wall Shower
Floor-Wall Kitchen
Kitchen Drain Board
None
Unfinished

ATTIC

- Stairway
Opened Closed
Finished
Unfinished
Useful
DORMERS
No. Width
None
Unfinished

PORCHES

- One Story
Two Story
Unroofed
Brick and or Concrete
Cement Floor 4x5
Recessed
Glassed
Enclosed

EXTERIOR WALLS

- Boards and Batten
Shiplap
Rustic
Cedar Siding
Shingles
☒ Shakes
Stucco on Lath
Brick Veneer
Kind
Composition
Stone
Concrete Block

INTERIOR WALLS

- 4 Plaster
Plaster Board
Celotex
Plywood
Ceiled

Date first occupied Month

19 48

Date Built, 19

Unfinished ☐

Moved, 19

Date Finished, 19

Rebuilt, 19

Remodeled, 19

Effective Age 1190

Years

Future Life 40

Years

Dep. for Cond. 4

Dep. for O.B.

Dep. for ES

Total 15%

BUILT-INS

- ☒ Kitchen Usual
☒ Closets Fin

Open Studs

- 4 Painted
Kalsomine
Papered
Unfinished Walls

FLOORS

- 3 Hardwood
1 Fir
Concrete
Asphalt Tile
Shiplap

FIREPLACE—No.

- Stems
Bsmt. 1st 2nd
Brick
Tile Face
Cobblestone
Unfinished

INTERIOR TRIM

- Hardwood
Mahogany
4 Fir
Unfinished

PLUMBING

- 5 No. of Fixtures
1 Tub—Leger Pem.
1 Toilets
1 Basin—Pedestal
1 Sink
Shower Stall
1 Hot Water Tank
1 Laundry Trays
None
Unfinished
Expensive
4 Average
Cheap
D. S. Sewer Conn.

BASEMENT No

- Full
Part %
To first Floor Joist
Frame and Concrete
ft. ft.
Cement Blocks
Recreation Room
Living Rooms
Service Rooms
Garage
Drain
Unfinished

FOUNDATION

- ☒ Concrete 6" Thick
Cement Blocks
Stone or Brick
Wood Post Concrete Block

ROOF

- Shingle
Shake
☒ Composition
Tile or Slate
Tar and Gravel
Tar and Gravel

HEATING

- Stove
Pipeless Furnace
☒ Floor Furnace
Hot Air Furnace
Fan
Gas
Stoker
Pot Oil Burner
Pressure Oil Burner
☒ Oil Burning Unit
Air Cond. Comp.
Radiant
Hot Water
☒ Electric E.H. B.B.

EXTRA FEATURES

- Cathedral Ceiling
Insulated

FLOOR CONSTRUCTION

- 1st Floor Joists 2x8x16
Bridged
Post Size 6x6
Beam Size 6x6

GROUND FLOOR AREA

768 Sq. Ft.

SCALE

FT.

CEILING HEIGHT

- Basement ft. in.
1st Floor 8 ft. in.
2nd Floor ft. in.
3rd Floor ft. in.
Attic High



CONSTRUCTION

- Single
☒ Double
Solid
Very Cheap
Cheap
Medium
☒ Good
Special
Corner Joints

| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|-----------------|--------------|-------|---------|------|------------|------------|--------|-------|--------|---------|-----------|
| Garage | Shake | 4 | Shingle | 1 | 22 x 26 | 572 | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |



L&H CO. 25M 6-48

District

2 Addition

Section 17 Twp. 26 Range 4 EWM. Block 2 Tract or Lot No. 10

Permit No.

82670

Date

8-5-47

3 Address of Property

2057 N 148

Con.

4 Fee Owner

Cont.

5 Architect

6 Original Building Cost \$

Owner-Tenant Occupied

Rental per Month \$

Estimated Rental per Month \$

7 Condition of Exterior

Interior

Foundation

Floor Plan Good

Accept

Poor

BUILDING

- ☒ One Family Dwelling
☐ Two Family Dwelling
No. of Stories
No. of Rooms
Basement
First Floor
Second Floor
Third Floor
Attic

TILE

LINO

- ☒ Floor-Wall..... Bath
☐ Floor-Wall..... Lavatory
☐ Floor-Wall.....
☒ Floor-Wall..... 50
☒ Floor-Wall..... Shower
☒ Floor-Wall..... Kitchen
☒ Kitchen Drain Board
☐ New
☒ Unfinished

ATTIC

- Stairway
Opened..... Closed
Finished
Unfinished
Useful
DORMERS
No. Width

PORCHES

- One Story
Two Story
Unroofed
Brick and or Concrete
Cement Floor 6x12
Recessed
Glassed
Enclosed
No

EXTERIOR WALLS

- Boards and Batten
Shiplap
Rustic
Cedar Siding
Shingles
Shakes
Stucco on Bath
Brick Veneer
Kind

INTERIOR WALLS

- ☒ Plaster
☒ Plaster Board
☐ Celotex
☐ Plywood
☐ Ceiled

Date first occupied, Month

19 47

Date Built, 19

47

Unfinished

Moved, 19

Date Finished, 19

50

Rebuilt, 19

Remodeled, 19

50

Age

990

Years

Future Life

60

Years

Dep. for Cond.

Dep. for O.B.

Dep. for ES

Total 190

BUILT-INS

- ☒ Kitchen
☒ Closets

CONSTRUCTION

- Single
Double
☒ Solid
Very Cheap
Cheap
Medium
Good
Special

Corner Joints

CEILING HEIGHT

| | | |
|-----------|-----|---------|
| Basement | ft. | in. |
| 1st Floor | 8 | ft. in. |
| 2nd Floor | ft. | in. |
| 3rd Floor | ft. | in. |
| Attic | Low | High |

FLOORS

- ☒ Hardwood
☐ Fir
☐ Concrete
☐ Asphalt Tile
☒ Shiplap

FIREPLACE—No. 1

- Stems
Bsm. 1st 2nd
Brick
Tile Face
Cobblestone
Unfinished
1 Sandstone

INTERIOR TRIM

- Hardwood
Mahogany
Fir
☒ Unfinished

PLUMBING

- No. of Fixtures
Tub—Log on Deck
Toilets
Basin—Pedestal
Sink
Shower Stall
Hot Water Tank
Laundry Trays
1 Auto Washer
Unfinished
Expensive
Good
Average
Cheap
D. S. Sewer Conn.

BASEMENT

- Full
Part
To first Floor Joist
Frame and Concrete
ft. ft.
Cement Blocks
Floor

- Recreation Room
Living Rooms
Service Rooms
Garage
Drain
Unfinished

FOUNDATION

- ☒ Concrete 9" Thick
☐ Cement Blocks
☐ Stone or Brick
☒ Wood Post Concrete Block

ROOF

- Shingle
☒ Shake Aluminum
Composition
Tile or Slate
Tar and Gravel
Tar Paper

HEATING

- Stove
Pipeless Furnace
Floor Furnace
Hot Air Furnace
Fan
Gas
Stoker
Pot Oil Burner
Pressure Oil Burner
Oil Burning Unit
Air Cond. Comp.
Radiant
Hot Water
Electric

EXTRA FEATURES

- Cathedral Ceiling
Insulated
Ceiling only
1 Beam Ceiling

FLOOR CONSTRUCTION

- 1st Floor Joists 2x8x16
Bridged
Post Size 6x6
Beam Size 6x6

GROUND FLOOR AREA

SCALE

Sq. Ft.

1459 64

64

20

17

3

10

14

33'

26

17

3

8

29

24

25

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

20

| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|-----------------|--------------|----------|---------|------|------------|------------|--------|-------|--------|---------|-----------|
| ATT 1950 | Double | Concrete | Shingle | 1 | 12 x 20 | 240 | 8 | \$ | | \$ | \$ |
| Garage | Single | Concrete | Shingle | 1 | 20 x 20 | 400 | | \$ | | \$ | \$ |
| gar | Single | Concrete | Shingle | 1 | 20 x 20 | 400 | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |



L&H CO. 25M 6-48

77713

0095

| LIMITS | | ROAD | SCHOOL | WATER | FIRE | TOTAL | ACREAGE | | TIMBER | IMPROVED | | UNIMPROVED | |
|--------|----|--------|--------|-------|--------------------|-------------|--------------------|-------|-----------------|----------|----------|--------------|-----|
| | | | | | | | SEWER | HSPT. | AIRPT. | FERRY | Metro | PK. & REC. | LIB |
| C | | 3 | 412 | | 4 | | 1.0 | | | | | | |
| | | | | | | 777130-0095 | | | 740 | | 2350 | 7035 4390 | |
| YR. | AC | LAND | BLDGS. | TOTAL | BY | DATE | REASON | | PER OWNER | | DATE | | |
| 1950 | | 180 | | 180 | 726 | 11-16-48 | | | Payroll Pickup | | 10-17-56 | | |
| 1950 | | | 450 | | M2 | 3-48 | New Imp (Unfin) | | John M. Mc Gath | | 3-30-62 | | |
| 1952 | | 300 | 2000 | 2300 | 6a | 2-51 | Imp Fin 1950 | | | | | | |
| 1956 | | 300 | 2100 | 2400 | 1H | 8-26 | C.P. Now dble gar. | | | | | | |
| 1957 | | 420 | 2100 | 2520 | at | 5-28-56 | Per | | | | | | |
| 1962 | | 420 | 2950 | 3370 | Mo | 12/16/60 | Remodel, R.V. | | | | | | |
| 1963 | | 740 | 2950 | 3690 | LL | 7-21-61 | R | | | | | | |
| 1965 | | 740 | 2350 | 3090 | ES | 5/28/64 | (area), Perfolio | | | | | | |
| 1969 | | 1050 | 2350 | 3400 | WD | 11-3-61 | QJ | | | | | | |
| 1971 | L | 2100 B | 4700 T | 6800 | 777130-0095-0 8/9 | | | | | | | | |
| 1972 | | 2200 | 8270 | 10970 | PR | 2-16-71 | PV-1 | | | | | | |
| 1972 | L | 2144 B | 6566 T | 8710 | 777130-0095-0 9/71 | | | | | | | | |
| 1973 | L | 2700 B | 8270 T | 10970 | 777130-0095-0 9/71 | | | | | | | | |
| 19 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |
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| 19 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |

1 OF 1

ASSESSORS FORM #84
REV. 1-1-72

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8 Descri

UNDERWATER TIDELANDS

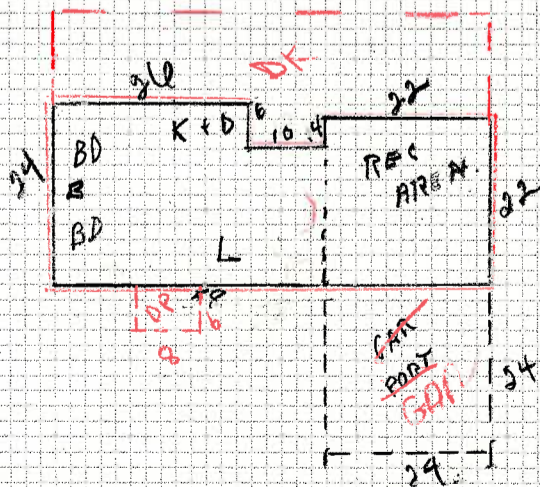
Code



No. 81376 Date Issued 6-21-47 P.V. _____
Date Const. Started 1947 Date Completed 1947
Date Occupied Nov. 1947
Remodeled _____

Scale 1 CM = 10

1 - 1238 #



| | | | | | | | | | |
|-----|------------------------------|-----------------|----|-----------------|----|----------------|-----|----------------|----|
| 100 | Zone Actual | | / | | | | | | |
| 101 | Zone Conformity | 1 ^N | X | | | | | | |
| 102 | Hgt. & Best Use | 1 ^N | X | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | | 90 | |
| 105 | Lot Depth | | | | | | | 135 | |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | % | 1 | 80 | | | | |
| 108 | Lot Depth (useable) | | % | 1 | 80 | | | | |
| 110 | Lot Wd. (standard) | | | | | | | 60 | |
| 111 | Lot Depth (standard) | | | | | | | 135 | |
| 113 | Unit Value | | | | | | 54 | 80 | |
| 114 | Representative Site | 1 ^{SS} | X | | | 3 ^G | | | |
| 115 | Irregular | X | | 2 ^Y | | | | | |
| 116 | Corner | X | | 2 ^Y | | | | | |
| 117 | Grade | 1 | LW | X | Ev | 3 | HG | | |
| 118 | Slope | X | LV | 2 | SU | 3 | S/D | 4 | BK |
| 119 | Street Access | 1 ^{SS} | X | | | 3 ^G | | | |
| 120 | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1 ^N | | 2 ^P | | 3 ^Y | | | |
| 122 | Tide Land | X | | 2 ^Y | | | | | |
| 123 | Alley | X | | 2 ^Y | | | | | |
| 124 | Cul De Sac | X | | 2 ^Y | | | | | |
| 125 | Thru Street | 1 ^N | | X | | | | | |
| 126 | Street Front | 1 ^N | | X | | | | | |
| 127 | Curbs & Gutters | X | | 2 ^P | | 3 ^Y | | | |
| 128 | Sidewalks | X | | 2 ^P | | 3 ^Y | | | |
| 129 | Street Surface | 1 | C | X | BT | 3 | 0 | 4 | GR |
| 130 | Street Condition | 1 ^{SS} | | X | | 3 ^G | | | |
| 131 | Street Traffic | 1 ^H | | 2 ^N | | X | | | |
| 132 | Street Lights | 1 ^N | | 2 ^{SS} | | X | | 4 ^G | |
| 133 | Water | X | WD | 2 | PR | 3 | B | | |
| 134 | Water System | X | AD | 2 | IA | | | | |
| 135 | Sanitary Sewers | 1 ^N | | 2 ^Y | | | | | |
| 136 | Storm Sewers | 1 ^N | | 2 ^Y | | | | | |
| 137 | Underground Utilities | X | | 2 ^P | | 3 ^Y | | | |

| | | | | | |
|----------------|--------------------|------|----------------|----|----------------|
| 140 | View Lot | X | 2Y | | |
| 141 | View Olympic Range | 1 SS | 2 ^S | 3G | 4 ^E |
| 142 | View Cascade Range | 1 SS | 2 ^S | 3G | 4 ^E |
| 143 | View Mt. Rainier | 1 SS | 2 ^S | 3G | 4 ^E |
| 144 | View Pug. Sound | 1 SS | 2 ^S | 3G | 4 ^E |
| 145 | View Lake | 1 SS | 2 ^S | 3G | 4 ^E |
| 146 | View River | 1 SS | 2 ^S | 3G | 4 ^E |
| 147 | View City | 1 SS | 2 ^S | 3G | 4 ^E |
| 148 | Territorial View | 1 SS | 2 ^S | 3G | 4 ^E |
| 149 | View Utilization | 1 SS | 2 ^S | 3G | 4 ^E |

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9-9-82

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Code

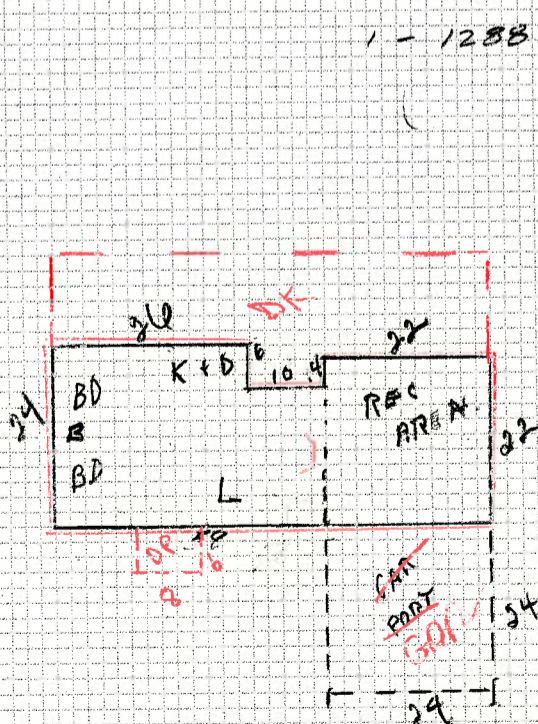


PERMIT INFORMATION

No. 81576 Date Issued 6-21-47 P.V. _____
Date Const. Started 1947 Date Completed 1947
Date Occupied Nov. 1947
Remodeled _____

PLAT OF BUILDING

Scale 1 CM = 10



LAND

| | | | | | | | | | | | | |
|-----|------------------------------|-----------------|----|-----------------|-----|----------------|----------------|-----|----------------|----|--|--|
| 100 | Zone Actual | | / | | | | | | | | | |
| 101 | Zone Conformity | 1 ^N | X | | | | | | | | | |
| 102 | Hgt. & Best Use | 1 ^N | X | | | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST | | | |
| 104 | Lot Width | | | | | | | 9 | 0 | 0 | | |
| 105 | Lot Depth | | | | | | | 13 | 5 | | | |
| 106 | Square Foot or Acres | | | | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | % | 1 | 0 | 0 | | | |
| 108 | Lot Depth (useable) | | | | | % | 1 | 0 | 0 | | | |
| 110 | Lot Wd. (standard) | | | | | | | 6 | 0 | | | |
| 111 | Lot Depth (standard) | | | | | | | 13 | 5 | | | |
| 113 | Unit Value | | | | | | 54 | 8 | 0 | | | |
| 114 | Representative Site | 1 ^{SS} | X | | | 3 ^G | | | | | | |
| 115 | Irregular | X | | 2 ^Y | | | | | | | | |
| 116 | Corner | X | | 2 ^Y | | | | | | | | |
| 117 | Grade | 1 | LW | X | | Ev | 3 | HG | | | | |
| 118 | Slope | X | LV | 2 | S/U | | 3 | S/D | 4 | BK | | |
| 119 | Street Access | 1 ^{SS} | X | | | 3 ^G | | | | | | |
| 120 | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV | | | |
| 121 | Dock Suitability | 1 ^N | | 2 ^P | | 3 ^Y | | | | | | |
| 122 | Tide Land | X | | 2 ^Y | | | | | | | | |
| 123 | Alley | X | | 2 ^Y | | | | | | | | |
| 124 | Cul De Sac | X | | 2 ^Y | | | | | | | | |
| 125 | Thru Street | 1 ^N | | X | | | | | | | | |
| 126 | Street Front | 1 ^N | | X | | | | | | | | |
| 127 | Curbs & Gutters | X | | 2 ^P | | 3 ^Y | | | | | | |
| 128 | Sidewalks | X | | 2 ^P | | 3 ^Y | | | | | | |
| 129 | Street Surface | 1 | C | X | | BT | 3 | 0 | 4 | GF | | |
| 130 | Street Condition | 1 ^{SS} | | X | | 3 ^G | | | | | | |
| 131 | Street Traffic | 1 ^H | | 2 ^N | | X | | | | | | |
| 132 | Street Lights | 1 ^N | | 2 ^{SS} | | X | | | 4 ^G | | | |
| 133 | Water | X | WD | 2 | | PR | 3 | B | | | | |
| 134 | Water System | X | AD | 2 | | IA | | | | | | |
| 135 | Sanitary Sewers | 1 ^N | | 2 ^Y | | | | | | | | |
| 136 | Storm Sewers | 1 ^N | | X | | | | | | | | |
| 137 | Underground Utilities | X | | 2 ^P | | | 3 ^Y | | | | | |

VIEW

| | | | | | |
|----------------|--------------------|-----------------|----|----|----|
| 140 | View Lot | 1 SS | 2Y | | |
| 141 | View Olympic Range | 1 SS | 2S | 3G | 4E |
| 142 | View Cascade Range | 1 SS | 2S | 3G | 4E |
| 143 | View Mt. Rainier | 1 SS | 2S | 3G | 4E |
| 144 | View Pug. Sound | 1 SS | 2S | 3G | 4E |
| 145 | View Lake | 1 SS | 2S | 3G | 4E |
| 146 | View River | 1 SS | 2S | 3G | 4E |
| 147 | View City | 1 SS | 2S | 3G | 4E |
| 148 | Territorial View | 1 SS | 2S | 3G | 4E |
| 149 | View Utilization | 1 SS | 2S | 3G | 4E |

NEIGHBORHOOD AND TOTAL PROPERTY

| | | | | | | | | |
|-----|-------------------------------------|------|----|------|--|--|--|--|
| 151 | Predominate Use | 1 SS | 2M | 30 | | | | |
| 152 | Arch. Attractiveness | 1 SS | X | 3G | | | | |
| 153 | Landscaping | 1 SS | X | 3G | | | | |
| 154 | Unit Balance | 1 SS | X | 3G | | | | |
| 155 | Esmts. & Restr. | 1 SS | X | 3G | | | | |
| 156 | External Nuisances | 1 SS | X | 3G | | | | |
| 157 | Conf. Gen. Neigh. | 1 SS | X | 3G | | | | |
| 158 | Conf. Immed. Neigh. | 1 SS | X | 3G | | | | |
| 159 | Prox. to Trans. | 1 SS | X | 3G | | | | |
| 160 | Prox. to Soc. Service | 1 SS | X | 3G | | | | |
| 161 | Prox. to Public Service | 1 SS | X | 3G | | | | |
| 162 | Trend | 1 SS | X | 3G | | | | |
| 163 | Planning | 1 SS | X | 3G | | | | |
| 164 | Market Demand | 1 SS | X | 3G | | | | |
| 165 | Land Use Code | | | | | | | |
| 166 | Base Lot Value | | \$ | 5000 | | | | |
| 167 | Permanent Rev. Needed | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | |

STAFF

[illegible]

BUILDING DATA

| MAJOR <u>777130</u> MINOR <u>0110</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-------------------------|----------|------------|-----------------|---|------------|------------|---------|--|---|------------|-------|----|------------|--|------------|------------|---------|------|--|-----|--|------|-----|---|-----|--|---|--------|---|--|----|--|--------|---|--|---|---------|------|--|---------|--|-----|----|--|---|-------|------|--|--|--|--|---|--|---|-----|-----------|-------|--|---|-----|-----------|----|--|---|--------------------|---------|--|--|---|---------------|-----------------------|--|--|--|--------------|------|-------|--|---|-----|---------------|----|--|-------------|-----|----------|----------|------------|-----------|-----|----------|--|--|-----------------|-----|---------|--|--|------|-----|-------------------------|--|--|----|-----|-------------------------|--|--|----------|
| 12 EXTERIOR | | | | | 19 ROOM DETAIL | | | | | 24 INSULATION | | | | | 200 | | | | | Condo | | | | | Co-op | | | | | Poss. Int. Units | | | | | 001 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Bd. & Btn. <input type="checkbox"/> Shingle <input type="checkbox"/> Rustic <input type="checkbox"/> Shake <input type="checkbox"/> Ced./Sid. <input type="checkbox"/> Conc. Blk. <input type="checkbox"/> Plywood <input type="checkbox"/> Brick Veneer % <input checked="" type="checkbox"/> Stone % <u>40%</u> Other _____ | | | | | No. <u>5</u> Entry Dining <u>1</u> Fa/De/R Bedroom <u>2</u> Bath <u>1</u> Living <u>1</u> Kitchen <u>1</u> Utility Grade <u>5</u> Unf. 1/2 Floor Area Sq. Ft. Unf. Full Floor Area Sq. Ft. 20 BUILT-INS NO. <u>0</u> B.B.Q. <input type="checkbox"/> Disp. D.W. <input type="checkbox"/> Intercom Fan. & Hd. <input type="checkbox"/> App. Is. Vacuum <input type="checkbox"/> Stereo Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di Other _____ | | | | | Walls <input checked="" type="checkbox"/> Ceiling Other 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. Cabinets <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. Cab. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ctr. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 26 FLOORS HW <input type="checkbox"/> Conc. <input checked="" type="checkbox"/> Tile SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. | | | | | 201 Use Type 202 Year Built 19 <u>58</u> Cost Year 19 <u>71</u> 203 Depreciation Table 204 Functional <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 205 Condition <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 206 Workmanship <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 207 No. of Stories 208 Total Rooms 209 Entry 210 Dining 211 Fam/Den/Rec. 212 Bedrooms 214 Utility Type Rooms 215 No. of Built-Ins 216 Adeq. Electric <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 217 Adeq. Plumbing <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 218 Adeq. Garage <input checked="" type="checkbox"/> SS <input checked="" type="checkbox"/> 2S <input checked="" type="checkbox"/> 3G 219 Adeq. Storage <input type="checkbox"/> SS <input checked="" type="checkbox"/> 3G 220 Bsmt. Garage Area 221 Unfin. Attic Area | | | | | 13 ROOF <input type="checkbox"/> Hip <input type="checkbox"/> Comp. <input type="checkbox"/> Gable <input type="checkbox"/> Tile/Slate <input type="checkbox"/> Shed <input checked="" type="checkbox"/> Tar/Gravel <input checked="" type="checkbox"/> Flat <input type="checkbox"/> Shingle <input checked="" type="checkbox"/> Gutters <input checked="" type="checkbox"/> Drain <input type="checkbox"/> Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy Other _____ | | | | | 14 WINDOWS <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel <input type="checkbox"/> Alum. <input checked="" type="checkbox"/> SI/GI/Dr Other _____ | | | | | 15 FOUNDATION <input checked="" type="checkbox"/> Concrete <u>8"</u> Thick <input type="checkbox"/> Concrete Block <input type="checkbox"/> Post & Pier Other _____ | | | | | 16 FLOOR CONST. Flr. Joists <u>8</u> X <u>8</u> <input type="checkbox"/> Bridged <u>16</u> O.C. Post & Beam <input checked="" type="checkbox"/> Stud Bearing <input checked="" type="checkbox"/> <input type="checkbox"/> Concrete Slab <input type="checkbox"/> Hidden | | | | | 17 ELECTRIC Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other _____ | | | | | 18 CONST CLASS <input type="checkbox"/> Single <input type="checkbox"/> Sub. Std. <input checked="" type="checkbox"/> Double <input checked="" type="checkbox"/> Std. <input type="checkbox"/> Solid <input type="checkbox"/> Good <input type="checkbox"/> Pre. Fab. <input type="checkbox"/> Special | | | | | 21 ATTIC <input checked="" type="checkbox"/> None <input type="checkbox"/> Unfinished Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Strwy. <input type="checkbox"/> 1 <input type="checkbox"/> N <input type="checkbox"/> 2 <input type="checkbox"/> Y <input type="checkbox"/> 3 <input type="checkbox"/> F Other _____ | | | | | 22 BASEMENT <u>0</u> <input type="checkbox"/> None <input type="checkbox"/> Part <input type="checkbox"/> Full Finished Rms. No. Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Daylite Bsmt. Garage <input checked="" type="checkbox"/> Other _____ | | | | | 28 FIREPLACE NO. <u>1</u> Bsmt. <input type="checkbox"/> 1st. <input type="checkbox"/> 2nd. Sgl. <input type="checkbox"/> Mult. <input type="checkbox"/> Fr.Std. Brick <input type="checkbox"/> Stone Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other _____ | | | | | 29 PORCH <u>Screen</u> No. 1 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 2 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 3 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. Other _____ | | | | | 30 DECK <u>0</u> No. 1 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 2 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 3 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. Other _____ | | | | | 30A SOURCE OF DATA Owner <u>11-9-72</u> Tenant N.H. N.H. Card Card Returned | | | | | 229 Per Cent Complete 230 Eff. Yr. 19 <u>56</u> Obsol % Net Cond % 231 Grade <u>R107</u> Variation 232 1st. Floor Area <u>1290</u> 233 Upper Floors Area 234 Half Story Area 235 Unf. Floors 1/2 Full 236 Fin. Attic Grade Area 237 Strwy. to Unf. Attic 1N 2Y 3F 238 Total Bsmt. Area 239 Fin. Bsmt. Grade Area 240 Daylite Bsmt. 1N 2Y 241 Ext. Brick % Ext. Stone % <u>40</u> 242 Heating Source <input checked="" type="checkbox"/> Oil 2 G 3 El. 243 Heating System 1 F/W 2 Gr 3 Rd. 244 Heating Area <u>1290</u> 245 Central Cooling Costs \$ 246 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> 247 H.W. Tank/Sink/Laundry 248 Other Single Plumbing Outlets 249 Fireplaces Single <u>1</u> Multi.-fl. <u>0</u> Free-Std <u>0</u> 250 Fireplace Add Outlets 251 Porch 1 DK 2 OP 3 En Area 252 Porch 1 DK 2 OP 3 En Area 253 Porch 1 DK 2 OP 3 En Area 254 Additional Costs \$ 255 Garage Att. Area <u>580</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Code <u>31</u> REMARKS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>218 C.P. only</u> <u>PU - Deck OP new picture 10/90 SSA</u> <u>House looks renovated but no record of - so</u> <u>very good condition - 10/90 SSA</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 MISCELLANEOUS IMPROVEMENTS | | | | | | | | | | ACCESSORY IMPROVEMENTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Items</th> <th>Const</th> <th>Gr</th> <th>Floor</th> <th>Roof</th> <th>Dimensions</th> <th>Area</th> <th>\$ F.V.</th> </tr> </thead> <tbody> <tr> <td>1970</td> <td>DRIVEWAY</td> <td>FR</td> <td></td> <td>CONC</td> <td>TAR</td> <td>24x24</td> <td>576</td> <td></td> </tr> <tr> <td></td> <td>Deck</td> <td>FR</td> <td></td> <td>WD</td> <td></td> <td>Varies</td> <td>740</td> <td></td> </tr> <tr> <td></td> <td>OP</td> <td>FR</td> <td></td> <td>CONC TK</td> <td></td> <td>6x8</td> <td>48</td> <td></td> </tr> </tbody> </table> | | | | | | | | | | Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | 1970 | DRIVEWAY | FR | | CONC | TAR | 24x24 | 576 | | | Deck | FR | | WD | | Varies | 740 | | | OP | FR | | CONC TK | | 6x8 | 48 | | <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>258</th> <th>Gar. Det.</th> <th>Grade</th> <th></th> <th>Area</th> </tr> </thead> <tbody> <tr> <td>259</td> <td>Eff. Year</td> <td>19</td> <td></td> <td>Net Cond. %</td> </tr> <tr> <td>260</td> <td>Garport</td> <td></td> <td></td> <td>Area <u>580</u></td> </tr> <tr> <td>262</td> <td>No. of Parking Stalls</td> <td></td> <td></td> <td><u>2</u></td> </tr> <tr> <td>266</td> <td>Pool</td> <td>Grade</td> <td></td> <td>Area</td> </tr> <tr> <td>267</td> <td>Pool Eff. Yr.</td> <td>19</td> <td></td> <td>Net Cond. %</td> </tr> <tr> <td>268</td> <td>1 Poured</td> <td>2 Gunite</td> <td>3 Fib. gl.</td> <td>4 Plastic</td> </tr> <tr> <td>269</td> <td>Concrete</td> <td></td> <td></td> <td>Area <u>920</u></td> </tr> <tr> <td>270</td> <td>Asphalt</td> <td></td> <td></td> <td>Area</td> </tr> <tr> <td>271</td> <td>Other Misc. Imps. Value</td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td>272</td> <td>Permanent Review Needed</td> <td></td> <td></td> <td><u>0</u></td> </tr> </tbody> </table> | | | | | | | | | | 258 | Gar. Det. | Grade | | Area | 259 | Eff. Year | 19 | | Net Cond. % | 260 | Garport | | | Area <u>580</u> | 262 | No. of Parking Stalls | | | <u>2</u> | 266 | Pool | Grade | | Area | 267 | Pool Eff. Yr. | 19 | | Net Cond. % | 268 | 1 Poured | 2 Gunite | 3 Fib. gl. | 4 Plastic | 269 | Concrete | | | Area <u>920</u> | 270 | Asphalt | | | Area | 271 | Other Misc. Imps. Value | | | \$ | 272 | Permanent Review Needed | | | <u>0</u> |
| Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1970 | DRIVEWAY | FR | | CONC | TAR | 24x24 | 576 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Deck | FR | | WD | | Varies | 740 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | OP | FR | | CONC TK | | 6x8 | 48 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 258 | Gar. Det. | Grade | | Area | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 259 | Eff. Year | 19 | | Net Cond. % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 260 | Garport | | | Area <u>580</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 262 | No. of Parking Stalls | | | <u>2</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 266 | Pool | Grade | | Area | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 267 | Pool Eff. Yr. | 19 | | Net Cond. % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 268 | 1 Poured | 2 Gunite | 3 Fib. gl. | 4 Plastic | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 269 | Concrete | | | Area <u>920</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 270 | Asphalt | | | Area | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 271 | Other Misc. Imps. Value | | | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 272 | Permanent Review Needed | | | <u>0</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 51 PRINCIPAL BUILDING | | | | | | | | | | STAFF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Fl | Dimensions | Area | Fl | Dimensions | Area | Fl | Dimensions | Area | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 6 x 26 | 156 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 4 x 22 | 88 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 18 x 58 | 1044 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | TOTAL | 1288 | | x | | | x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 282 | Building Data Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 283 | Appraiser No. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 284 | Reviewer No. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

District

2 Addition

Section

Twp.

Range

EWM. Block

Tract or Lot No.

Permit No.

Date

3 Address of Property

Cont

4 Fee Owner

5 Architect

Contr

6 Original Building Cost \$

Owner-Tenant Occupied

Rental per Month \$

Estimated Rental per Month \$

7 Condition of Exterior

Interior

Foundation

Floor Plan Good

Accept

Poor

BUILDING *art 1160*

☒ One Family Dwelling

☐ Two Family Dwelling

☒ No. of Stories *EST. 10-10*

☒ No. of Rooms *F.S.*

☐ Basement

☐ First Floor

☐ Second Floor

☐ Third Floor

☐ Attic

TILE *116*

Floor-Wall Bath

Floor-Wall Lavatory

Floor-Wall

Floor-Wall

Floor-Wall Shower

Floor-Wall Kitchen

Kitchen Drain Board

None

☒ Unfinished

ATTIC

Stairway

Opened Closed

Finished

Unfinished

Useful

DORMERS

No. Width

PORCHES

☒ One Story

☒ Two Story

☒ Unroofed

☒ Brick and or Concrete

☒ Cement Floor

☒ Recessed

☒ Glased

☒ Enclosed

EXTERIOR WALLS

☒ Boards and Batten

☒ Shiplap

☒ Rustic *50%*

☐ Cedar Siding

☐ Shingles

☐ Shakes

☐ Stucco on Lath

☐ Brick Veneer

☒ *MEDITERRANEAN* Kind *Stone 50%*

INTERIOR WALLS

☒ Plaster

☒ Plaster Board

☒ Celotex

☒ Plywood *makey*

☐ Ceiled

Date first occupied, Month *Nov* 19 *47*

Date Built, 19 *47*

Date Finished, 19 *47*

Effective Age *970 30* Years

Dep. for Cond. Dep. for O.B. Dep. for ES Total *990*

Composition *all around Trim*

Concrete Block

BUILT-INS *FIX*

☒ Kitchen

☒ Closets

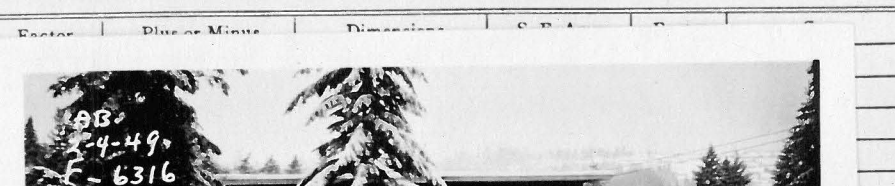
☒ *X MAHOG.*

☒ Painted

☒ Kalsomine

☒ Papered

☐ Unfinished Walls



CONSTRUCTION

☒ Single

☒ Double

☐ Solid

☐ Very Cheap

☐ Cheap

☒ Medium

☐ Good

☐ Special

FLOORS

☐ Hardwood

☐ Fir

☐ Concrete

☒ *CORK TILE*

☐ Shiplap

☐ *2 Side*

CEILING HEIGHT

Basement ft. in. *1350 22*

1st Floor 8 ft. in. *1450 22*

2nd Floor ft. in.

3rd Floor ft. in.

Attic Low High *900*

Corner Joints

FIREPLACE-No. *1*

☐ Stems

☐ Bsmt. 1st 2nd

☒ Brick

☐ Tile Face

☒ *MEDITERRANEAN*

☐ Unfinished

BASEMENT *No*

Full

Part %

To first Floor Joist

Frame and Concrete

ft. ft.

Cement Blocks

Recreation Room

Living Rooms

Service Rooms

Garage

Drain

Unfinished

CEILING HEIGHT

INTERIOR TRIM

☐ Hardwood

☐ Mahogany

☐ Fir

☒ Unfinished

HEATING

☒ Stove

☐ Pipeless Furnace

☐ Floor Furnace

☒ Hot Air Furnace

☐ Fan

☐ Gas

☐ Stoker

☒ Pot Oil Burner

☒ Pressure Oil Burner

☐ Oil Burning Unit

☐ Air Cond. Comp.

☐ Radiant

☐ Hot Water

☐ Electric

GROUND FLOOR AREA

SCALE ☐ = *4'* FT.

1304 Sq. Ft.

PLUMBING

☒ No. of Fixtures

☒ Tub-Leg or Pem.

☒ Toilets

☒ Basin-Pedestal

☒ Sink

☒ Shower Stall

☒ Hot Water Tank

☒ Laundry Trays

☐ None

☐ Unfinished

☐ Expensive

☒ Good *Washed & Sealed*

☐ Average

☐ Cheap

☐ D. S. Sewer Conn.

FOUNDATION

☒ Concrete *9"* Thick

☐ Cement Blocks

☐ Stone or Brick

☒ Wood Post Concrete Block

ROOF

☐ Shingle

☐ Shake

☐ Composition

☐ Tile or Slate

☐ Tar and Gravel

☒ Tar Paper

EXTRA FEATURES

☐ Cathedral Ceiling

☒ Insulated

Cerling

alum sand

FLOOR CONSTRUCTION

1st Floor Joists *2x8 x 16*

Bridged

Post Size *6 x 6*

Beam Size *6 x 6*

Diagram showing floor plan dimensions and areas:

26

K. Din 6 10

24

C T W B C

36 1 7 17

24 1 24 1

12-6860

| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|--------------------|--------------|-------------|----------------|------------|----------------|------------|--------|-------|--------|---------|-----------|
| Garage <i>1000</i> | <i>Conc.</i> | <i>T.P.</i> | <i>77 x 22</i> | <i>374</i> | <i>24 x 24</i> | <i>576</i> | | \$ | | \$ | \$ |
| | | | | | | | | \$ | | \$ | \$ |
| | | | | | | | | \$ | | \$ | \$ |
| | | | | | | | | \$ | | \$ | \$ |

| LIMITS | ROAD | SCHOOL | WATER | FIRE | TOTAL ACREAGE | TIMBER | IMPROVED | UNIMPROVED |
|--------|------|--------|--------|-------|--------------------|-----------------|------------------|----------------------|
| 0 | 3 | 412 | | 4 | SEWER L.C. | HOTL. AIRPI. | FERRY Metro | PK. & REC. LIB |
| YR. | AC | LAND | BLDG. | TOTAL | BY | DATE | 777130-0110 | 720 2100 4590 |
| 1949 | | 140 | | 140 | ML(b) | 6-23-48 | Ed. Falkenberg | 5-26-47 |
| 1950 | | | 300 | | ML | 3-49 | New Eng. (Kings) | |
| 1952 | | 270 | 300 | 570 | | | | |
| 1955 | | 270 | 900 | 1170 | JH | 9-16-53 | addn. F.P. heat. | |
| 1957 | | 270 | 1450 | 1720 | J.L. | 12-20-55 | Imp. fire. | |
| 1957 | | 490 | 1450 | 1940 | at | 5-22-56 | Rw | |
| 1958 | | 490 | 1550 | 2040 | JH | 4-17-57 | add to area | |
| 1962 | | 490 | 2100 | 2590 | Mo | 12/19/66 | Rw | |
| 1963 | | 720 | 2100 | 2820 | LL | 9-21-61 | Rw | |
| 1969 | | 1050 | 2100 | 3150 | W.D. | 11-3-67 | Rw | |
| 1971 | L | 2100 B | 4200 T | 6300 | 777130-0110-0 8/9 | | | |
| 1972 | | 2700 | 6860 | 9560 | Rw | 2-16-71 | Rw-1 | |
| 1972 | L | 2144 B | 5447 T | 7591 | 777130-0110-0 9/71 | | | |
| 1973 | L | 2700 B | 6860 T | 9560 | 777130-0110-0 9/71 | | | |
| 19 | | | | | | | | |
| 19 | | | | | | | | |
| 19 | | | | | | | | |
| 19 | | | | | | | | |



KING COUNTY
RESIDENTIAL PROPERTY RECORD

099 SHEET

11 OF 11

MAJOR 777130 MINOR 01115 2 FOLIO 6316 A

3 Addition
SHORELINE HEIGHTS ADD

4 Quar 3 Sec 17 Twn 26 Rge 04 Block 002 Lot 013

Situs 5 Area 002 Sub Area F 6 Zip 98 133

7 Address
2142N 147 ST

8 Description
LOTS 13-14 see legal

9 LAND ONLY

10 REMAI

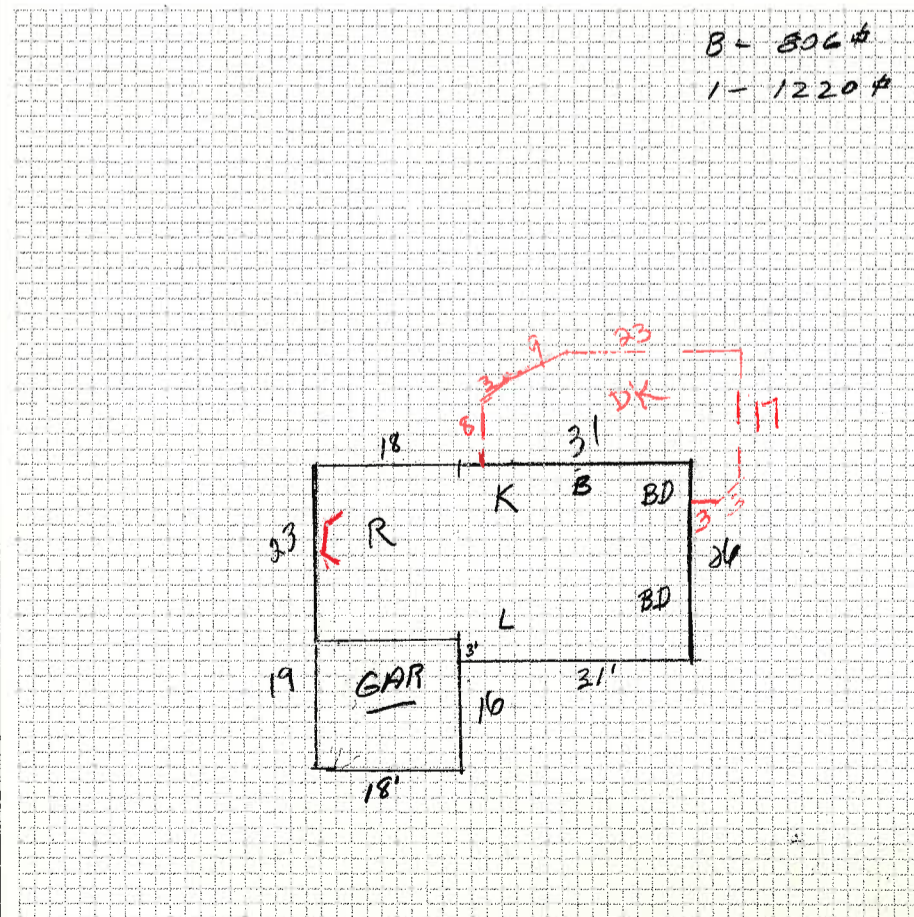
Code



10A PERMIT INFORMATION

No. 81605 Date Issued 6-2-47 P.V.
Date Const. Started 1945 Date Completed 1948
Date Occupied MAR 1948
Remodeled

11 PLAT OF BUILDING Scale 1 CM = 10



| LAND | | | | | | | | | |
|------|------------------------------|-----|----|-----|----|---|----|------|----|
| 100 | Zone Actual | | | | | | | | |
| 101 | Zone Conformity | 1N | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | | 90 | |
| 105 | Lot Depth | | | | | | | 135 | |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | 100 | |
| 108 | Lot Depth (useable) | | | | | | | 100 | |
| 110 | Lot Wd. (standard) | | | | | | | 60 | |
| 111 | Lot Depth (standard) | | | | | | | 135 | |
| 113 | Unit Value | | | | | | | 5400 | |
| 114 | Representative Site | 1SS | | | | | 3G | | |
| 115 | Irregular | | | 2Y | | | | | |
| 116 | Corner | | | 2Y | | | | | |
| 117 | Grade | 1 | LW | | Ev | 3 | HG | | |
| 118 | Slope | | LV | 2 | SU | 3 | SD | 4 | BK |
| 119 | Street Access | 1SS | | | | | 3G | | |
| 120 | Water Front | | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1N | | 2P | | | 3Y | | |
| 122 | Tide Land | | | 2Y | | | | | |
| 123 | Alley | | | 2Y | | | | | |
| 124 | Cul De Sac | | | 2Y | | | | | |
| 125 | Thru Street | 1N | | | | | | | |
| 126 | Street Front | 1N | | | | | | | |
| 127 | Curbs & Gutters | | | 2P | | | 3Y | | |
| 128 | Sidewalks | | | 2P | | | 3Y | | |
| 129 | Street Surface | 1 | C | | BT | 3 | 0 | 4 | GR |
| 130 | Street Condition | 1SS | | | | | 3G | | |
| 131 | Street Traffic | 1H | | 2N | | | | | |
| 132 | Street Lights | 1N | | 2SS | | | 3G | 4G | |
| 133 | Water | | WD | 2 | PR | 3 | B | | |
| 134 | Water System | | AD | 2 | IA | | | | |
| 135 | Sanitary Sewers | 1N | | | | | | | |
| 136 | Storm Sewers | 1N | | | | | | | |
| 137 | Underground Utilities | | | 2P | | | 3Y | | |

| VIEW | | | | | | | | | |
|------|--------------------|-----|--|----|--|--|----|----|--|
| 140 | View Lot | | | 2Y | | | | | |
| 141 | View Olympic Range | 1SS | | 2S | | | 3G | 4E | |
| 142 | View Cascade Range | 1SS | | 2S | | | 3G | 4E | |
| 143 | View Mt. Rainier | 1SS | | 2S | | | 3G | 4E | |
| 144 | View Pug. Sound | 1SS | | 2S | | | 3G | 4E | |
| 145 | View Lake | 1SS | | 2S | | | 3G | 4E | |
| 146 | View River | 1SS | | 2S | | | 3G | 4E | |
| 147 | View City | 1SS | | 2S | | | 3G | 4E | |
| 148 | Territorial View | 1SS | | 2S | | | 3G | 4E | |
| 149 | View Utilization | 1SS | | 2S | | | 3G | 4E | |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | |
|---------------------------------|-------------------------------------|-----|--|----|--|--|----|------|---|
| 151 | Predominate Use | | | 2M | | | 3O | | |
| 152 | Arch. Attractiveness | 1SS | | | | | 3G | | |
| 153 | Landscaping | 1SS | | | | | 3G | | |
| 154 | Unit Balance | 1SS | | | | | 3G | | |
| 155 | Esmts. & Restrs. | 1SS | | | | | 3G | | |
| 156 | External Nuisances | 1SS | | | | | 3G | | |
| 157 | Conf. Gen. Neigh. | 1SS | | | | | 3G | | |
| 158 | Conf. Immed. Neigh. | 1SS | | | | | 3G | | |
| 159 | Prox. to Trans. | 1SS | | | | | 3G | | |
| 160 | Prox. to Soc. Service | 1SS | | | | | 3G | | |
| 161 | Prox. to Public Service | 1SS | | | | | 3G | | |
| 162 | Trend | 1SS | | | | | 3G | | |
| 163 | Planning | 1SS | | | | | 3G | | |
| 164 | Market Demand | 1SS | | | | | 3G | | |
| 165 | Land Use Code | | | | | | | | |
| 166 | Base Lot Value | | | | | | \$ | 5000 | |
| 167 | Permanent Rev. Needed | | | | | | | | 4 |
| 168 | Obsolescence (Refers to land value) | | | | | | | | |

| STAFF | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|--------|--|
| 170 | Land Data Date | | | | | | | 11/17/ | |
| 171 | Appraiser No. | | | | | | | 19056 | |
| 172 | Reviewer No. | | | | | | | | |
| 173 | Date | | | | | | | | |
| 174 | Sale | | | | | | | | |

ASSESSORS FORM #84
REV. 1-1-72

BUILDING DATA

| MAJOR <u>777130</u> MINOR <u>0115</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|----------|-------|----|-------|------|------------|------|---------|--|--|-------|-------|----|-------|------|------------|------|---------|------|---|---|--|-----|------|-------|-----|--|--|-------|---|--|-------|--|------|-----|--|--|----------|--|---|--|--|-------|-----|--|--|-------|------|--|--|--|-------|-----|--|--|--------|----|--|------|---|--------|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|
| 12 EXTERIOR Bd. & Btn. <input type="checkbox"/> Shingle Rustic <input checked="" type="checkbox"/> Shake Ced./Sid. <input type="checkbox"/> Conc. Blk. Plywood Brick Veneer % Stone % Other | | | | | | | | | | 19 ROOM DETAIL No. <u>5</u> Entry Dining Fa/De/R Bedroom Bath Living Kitchen Utility Grade Unf. 1/2 Floor Area Sq. Ft. Unf. Full Floor Area Sq. Ft. 20 BUILT-INS NO. <u>2</u> B.B.Q. D.W. Fan. & Hd. Vacuum Rng. & Ov. Dbl. Oven Disp. Intercom App. Is. Stereo Bi Di Other | | | | | | | | | | 24 INSULATION Walls <input checked="" type="checkbox"/> Ceiling Other 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. Cabinets <input checked="" type="checkbox"/> Adeq. Cab. Matl. <input checked="" type="checkbox"/> SS <input checked="" type="checkbox"/> S Ctr. Matl. <input checked="" type="checkbox"/> SS <input checked="" type="checkbox"/> S Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 26 FLOORS 3 HW <input type="checkbox"/> Conc. <input type="checkbox"/> Tile 1 SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. Other 27 PLUMBING 1 Tub <input type="checkbox"/> 2 Basin 2 Toilet <input type="checkbox"/> Shower St. Baths Full <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G 1 Sink <input type="checkbox"/> 1 HW Tank Laundry Conn. Other Sgl. Outlets Roughed in Baths Other | | | | | | | | | | 200 Condo 201 Use Type 202 Year Built <u>1948</u> Cost Year 19 <u>71</u> 203 Depreciation Table 204 Functional 205 Condition 206 Workmanship 207 No. of Stories 208 Total Rooms 209 Entry 210 Dining 211 Fam/Den/Rec. 212 Bedrooms 214 Utility Type Rooms 215 No. of Built-Ins 216 Adeq. Electric 217 Adeq. Plumbing 218 Adeq. Garage 219 Adeq. Storage 220 Bsmt. Garage 221 Unfin. Attic | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 ROOF Hip <input checked="" type="checkbox"/> Comp. Gable <input checked="" type="checkbox"/> Tile/Slate Shed <input type="checkbox"/> Tar/Gravel Flat <input type="checkbox"/> Shingle Gutters <input checked="" type="checkbox"/> Drain Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy Other | | | | | | | | | | 14 WINDOWS Wood <input checked="" type="checkbox"/> Steel Alum. <input type="checkbox"/> SI/GI/Dr Other | | | | | | | | | | 15 FOUNDATION Concrete <u>6"</u> Thick Concrete Block Post & Pier Other | | | | | | | | | | 16 FLOOR CONST. Flr. Joists <u>2 X 6</u> Bridged <u>16</u> O.C. Post & Beam <input checked="" type="checkbox"/> Stud Bearing <input checked="" type="checkbox"/> Concrete Slab Hidden | | | | | | | | | | 17 ELECTRIC Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other | | | | | | | | | | 18 CONST CLASS Single <input type="checkbox"/> Sub. Std. Double <input checked="" type="checkbox"/> Std. Solid <input type="checkbox"/> Good Pre. Fab. <input type="checkbox"/> Special | | | | | | | | | | 28 FIREPLACE NO. 1 Bsmt. <input type="checkbox"/> 1st. <input type="checkbox"/> 2nd. Sgl. <input type="checkbox"/> Mult. <input type="checkbox"/> Fr.Std. Brick <input type="checkbox"/> Stone Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G Other | | | | | | | | | | 29 PORCH SMALL No. 1 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 2 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. No. 3 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. Other | | | | | | | | | | 30 DECK No. 1 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 2 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. No. 3 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. Other | | | | | | | | | | 30A SOURCE OF DATA Owner <u>11-9-72</u> Tenant N.H. N.H. Card Card Returned | | | | | | | | | |
| 21 ATTIC None <input checked="" type="checkbox"/> Unfinished Finished Area Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Strwy. <input type="checkbox"/> 1 N <input type="checkbox"/> 2 Y <input type="checkbox"/> 3 F Other | | | | | | | | | | 22 BASEMENT None <input checked="" type="checkbox"/> Part <input type="checkbox"/> Full Finished Rms. No. <u>1</u> Finished Area <u>400</u> Grade <input checked="" type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G Daylite Bsmt. Garage <input checked="" type="checkbox"/> X Other | | | | | | | | | | 23 HEATING <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Elec. <input type="checkbox"/> F/wf <input type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. <input type="checkbox"/> BB <input checked="" type="checkbox"/> F.A. <input type="checkbox"/> HW <input checked="" type="checkbox"/> Conversion <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inadeq. Other | | | | | | | | | | 240 Daylite Bsmt. Ext. Brick % Ext. Stone % Heating Source <input checked="" type="checkbox"/> Oil 2 G 3 EL Heating System <input type="checkbox"/> 1 F/W 2 Gr 3 Rd Heating <input type="checkbox"/> 4 EBB <input checked="" type="checkbox"/> Fa 6 Hw Central Cooling Costs \$ Bathrooms Full <input type="checkbox"/> 1/2 <input type="checkbox"/> 3/4 <input type="checkbox"/> 1 H.W. Tank/Sink/Laundry Other Single Plumbing Outlets Fireplaces Single <input type="checkbox"/> Multi-fl. <input checked="" type="checkbox"/> Free-Std Fireplace Add Outlets Porch 1 DK 2 OP 3 En Area Porch 1 DK 2 OP 3 En Area Porch 1 DK 2 OP 3 En Area Additional Costs \$ Garage Att. Area <u>340</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Code 31 REMARKS <u>metal shed - personal prop - good cond -</u> <u>new picture on 2 decks + patio 10/90 SS HA</u> <u>DKID lead shade roof needs clean but good and</u> <u>for 1948 11/90 SS HA</u> | | | | | | | | | | ACCESSORY IMPROVEMENTS 258 Gar. Det. Grade Area 259 Eff. Year 19 Net Cond. % 260 Carport Area 262 No. of Parking Stalls 266 Pool Grade Area 267 Pool Eff. Yr. 19 Net Cond. % 268 1 Poured 2 Gunite 3 Fib. gl. 4 Plastic 269 Concrete Area <u>600</u> 270 Asphalt Area 271 Other Misc. Imps. Value \$ 272 Permanent Review Needed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 MISCELLANEOUS IMPROVEMENTS <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Items</th> <th>Const</th> <th>Gr</th> <th>Floor</th> <th>Roof</th> <th>Dimensions</th> <th>Area</th> <th>\$ F.V.</th> </tr> </thead> <tbody> <tr> <td>1958</td> <td>ATT GAR</td> <td>F</td> <td></td> <td>Con</td> <td>Comp</td> <td>18x19</td> <td>342</td> <td></td> </tr> <tr> <td></td> <td>Patio</td> <td></td> <td></td> <td>Brick</td> <td></td> <td>8x16</td> <td>128</td> <td></td> </tr> <tr> <td></td> <td>Driveway</td> <td></td> <td></td> <td></td> <td></td> <td>18x26</td> <td>468</td> <td></td> </tr> <tr> <td></td> <td>Patio</td> <td>Slab</td> <td></td> <td>Brick</td> <td></td> <td>13x19</td> <td>247</td> <td></td> </tr> <tr> <td></td> <td>1 Deck</td> <td>FR</td> <td></td> <td>Wood</td> <td></td> <td>Varies</td> <td>406</td> <td></td> </tr> </tbody> </table> | | | | | | | | | | Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | 1958 | ATT GAR | F | | Con | Comp | 18x19 | 342 | | | Patio | | | Brick | | 8x16 | 128 | | | Driveway | | | | | 18x26 | 468 | | | Patio | Slab | | Brick | | 13x19 | 247 | | | 1 Deck | FR | | Wood | | Varies | 406 | | 51 2 Deck (Detach) FR PRINCIPAL BUILDING wood 12x12 156 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Year | Items | Const | Gr | Floor | Roof | Dimensions | Area | \$ F.V. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1958 | ATT GAR | F | | Con | Comp | 18x19 | 342 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Patio | | | Brick | | 8x16 | 128 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Driveway | | | | | 18x26 | 468 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Patio | Slab | | Brick | | 13x19 | 247 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 1 Deck | FR | | Wood | | Varies | 406 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| STAFF 282 Building Data Date 283 Appraiser No. 284 Reviewer No. | | | | | | | | | | 50 1 26x31 806 1 18x23 414 1 TOTAL 1220 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

KING COUNTY
RESIDENTIAL PROPERTY RECORD

099 SHEET

1 OF 1

MAJOR 777130 MINOR 0125 2 FOLIO 6316 A

3 Addition
SHORELINE HEIGHTS ADD

4 Quar 3 Sec 17 Twn 26 Rge 04 Block 002 Lot 015

5 Area 002 Sub Area F 6 Zip 98 133

Situs
7 Address
2132N 147 ST

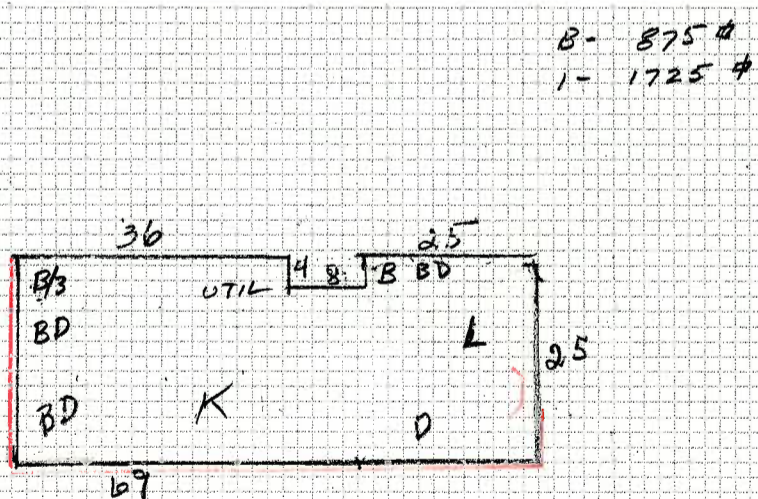
8 Description
LOT 15-16 see legal

9 LAND ON
10 REMARK
Code



10A PERMIT INFORMATION
No. 87572 Date Issued 4-8-48 P.V.
Date Const. Started 1948 Date Completed 1949
Date Occupied Jan 1949
Remodeled

11 PLAT OF BUILDING Scale 1 CM = 10'



| LAND | | | | | | | | | |
|------|------------------------------|-----|----|-----|----|---|----|----|-----|
| 100 | Zone Actual | | 1 | | | | | | |
| 101 | Zone Conformity | 1N | | X | | | | | |
| 102 | Hgt. & Best Use | 1N | | X | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | | 12 | 0 |
| 105 | Lot Depth | | | | | | | 13 | 5 |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | % | 100 |
| 108 | Lot Depth (useable) | | | | | | | % | 100 |
| 110 | Lot Wd. (standard) | | | | | | | | 60 |
| 111 | Lot Depth (standard) | | | | | | | | 135 |
| 113 | Unit Value | | | | | | | 9 | 000 |
| 114 | Representative Site | 1SS | | X | | | | 3G | |
| 115 | Irregular | | | 2Y | | | | | |
| 116 | Corner | | | 2Y | | | | | |
| 117 | Grade | 1 | LW | | Ev | 3 | HG | | |
| 118 | Slope | | LV | 2 | SU | 3 | SD | 4 | BK |
| 119 | Street Access | 1SS | | X | | | | 3G | |
| 120 | Water Front | | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1N | | 2P | | | | 3Y | |
| 122 | Tide Land | | | 2Y | | | | | |
| 123 | Alley | | | 2Y | | | | | |
| 124 | Cul De Sac | | | 2Y | | | | | |
| 125 | Thru Street | 1N | | X | | | | | |
| 126 | Street Front | 1N | | X | | | | | |
| 127 | Curbs & Gutters | | | 2P | | | | 3Y | |
| 128 | Sidewalks | | | 2P | | | | 3Y | |
| 129 | Street Surface | 1 | C | X | BT | 3 | 0 | 4 | GR |
| 130 | Street Condition | 1SS | | X | | | | 3G | |
| 131 | Street Traffic | 1H | | 2N | | | | X | |
| 132 | Street Lights | 1N | | 2SS | | | | X | 4G |
| 133 | Water | | WD | 2 | PR | 3 | B | | |
| 134 | Water System | | AD | 2 | IA | | | | |
| 135 | Sanitary Sewers | 1N | | X | | | | | |
| 136 | Storm Sewers | 1N | | X | | | | | |
| 137 | Underground Utilities | | | 2P | | | | 3Y | |

| VIEW | | | | | | | | | |
|------|--------------------|-----|---|----|----|--|--|----|----|
| 140 | View Lot | | X | | 2Y | | | | |
| 141 | View Olympic Range | 1SS | | 2S | | | | 3G | 4E |
| 142 | View Cascade Range | 1SS | | 2S | | | | 3G | 4E |
| 143 | View Mt. Rainier | 1SS | | 2S | | | | 3G | 4E |
| 144 | View Pug. Sound | 1SS | | 2S | | | | 3G | 4E |
| 145 | View Lake | 1SS | | 2S | | | | 3G | 4E |
| 146 | View River | 1SS | | 2S | | | | 3G | 4E |
| 147 | View City | 1SS | | 2S | | | | 3G | 4E |
| 148 | Territorial View | 1SS | | 2S | | | | 3G | 4E |
| 149 | View Utilization | 1SS | | 2S | | | | 3G | 4E |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | |
|---------------------------------|-------------------------------------|-----|---|----|----|--|--|----|------|
| 151 | Predominate Use | | X | | 2M | | | 3D | |
| 152 | Arch. Attractiveness | 1SS | | 2M | | | | 3G | |
| 153 | Landscaping | 1SS | | 2M | | | | 3G | |
| 154 | Unit Balance | 1SS | | 2M | | | | 3G | |
| 155 | Esmts. & Restrs. | 1SS | | 2M | | | | 3G | |
| 156 | External Nuisances | 1SS | | 2M | | | | 3G | |
| 157 | Conf. Gen. Neigh. | 1SS | | 2M | | | | 3G | |
| 158 | Conf. Immed. Neigh. | 1SS | | 2M | | | | 3G | |
| 159 | Prox. to Trans. | 1SS | | 2M | | | | 3G | |
| 160 | Prox. to Soc. Service | 1SS | | 2M | | | | 3G | |
| 161 | Prox. to Public Service | 1SS | | 2M | | | | 3G | |
| 162 | Trend | 1SS | | 2M | | | | 3G | |
| 163 | Planning | 1SS | | 2M | | | | 3G | |
| 164 | Market Demand | 1SS | | 2M | | | | 3G | |
| 165 | Land Use Code | | | | | | | | |
| 166 | Base Lot Value | | | | | | | \$ | 5000 |
| 167 | Permanent Rev. Needed | | | | | | | | 0 |
| 168 | Obsolescence (Refers to land value) | | | | | | | | 20 |

| STAFF | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|-------|--|
| 170 | Land Data Date | | | | | | | 11/71 | |
| 171 | Appraiser No. | | | | | | | 1986 | |
| 172 | Reviewer No. | | | | | | | | |
| 185 | Date | | | | | | | Sale | |

SSHA

ASSESSORS FORM #84
REV. 1-1-72

BUILDING DATA

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|-----------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|--|-------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----|--|--|--|--|
| MAJOR <u>777130</u> MINOR <u>0125</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 EXTERIOR | | | | | 19 ROOM DETAIL | | | | | 24 INSULATION | | | | | 200 | | | | | Condo | | | | | Co-op | | | | | Poss. Int. Units | | | | | 001 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bd. & Btn. <input type="checkbox"/> Shingle <input type="checkbox"/> Rustic <input checked="" type="checkbox"/> Shake <u>45%</u> Ced./Sid. <input type="checkbox"/> Conc. Blk. <input type="checkbox"/> Plywood <input type="checkbox"/> X Brick Veneer % <u>55</u> Stone % <input type="checkbox"/> Other <input type="checkbox"/> | | | | | No. <u>7</u> Entry <input type="checkbox"/> Dining <input type="checkbox"/> (Fa) De/R <input type="checkbox"/> Bedroom <input type="checkbox"/> Bath <input type="checkbox"/> Living <input type="checkbox"/> Kitchen <input type="checkbox"/> Utility <input type="checkbox"/> Grade <input type="checkbox"/> Unf. 1/2 Floor Area <input type="checkbox"/> Sq. Ft. <input type="checkbox"/> Unf. Full Floor Area <input type="checkbox"/> Sq. Ft. <input type="checkbox"/> 20 BUILT-INS NO. <u>0</u> B.B.Q. <input type="checkbox"/> Disp. <input type="checkbox"/> D.W. <input type="checkbox"/> Intercom <input type="checkbox"/> Fan. & Hd. <input type="checkbox"/> App. Is. <input type="checkbox"/> Vacuum <input type="checkbox"/> Stereo <input type="checkbox"/> Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Other <input type="checkbox"/> | | | | | Walls <input checked="" type="checkbox"/> Ceiling <input checked="" type="checkbox"/> Other <input type="checkbox"/> 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cabinets <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cab. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ctr. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> 26 FLOORS HW <input type="checkbox"/> Conc. <input type="checkbox"/> Tile <input type="checkbox"/> SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. <input type="checkbox"/> Other <input type="checkbox"/> 27 PLUMBING 1 Tub <input type="checkbox"/> 2 Basin <input type="checkbox"/> 2 Toilet <input type="checkbox"/> Shower St. <input type="checkbox"/> Baths Full <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> 1 Sink <input type="checkbox"/> HW Tank <input type="checkbox"/> 1 Laundry Conn. <input type="checkbox"/> Other Sgl. Outlets <input type="checkbox"/> Roughed in Baths <input type="checkbox"/> Other <input type="checkbox"/> | | | | | 201 Use Type <input checked="" type="checkbox"/> 2M <input type="checkbox"/> 3G <input type="checkbox"/> 202 Year Built <u>1948</u> Cost Year 19 <u>71</u> 203 Depreciation Table <input type="checkbox"/> 204 Functional <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 205 Condition <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 206 Workmanship <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 207 No. of Stories <u>1</u> 208 Total Rooms <u>7</u> 209 Entry <u>0</u> 210 Dining <u>1</u> 211 Fam/Den/Rec. <u>1</u> 212 Bedrooms <u>3</u> 214 Utility Type Rooms <u>0</u> 215 No. of Built-Ins <u>0</u> 216 Adeq. Electric <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 217 Adeq. Plumbing <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 218 Adeq. Garage <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 219 Adeq. Storage <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 220 Bsmt. Garage <input type="checkbox"/> Area <input type="checkbox"/> 221 Unfin. Attic <input type="checkbox"/> Area <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 ROOF | | | | | 14 WINDOWS | | | | | 15 FOUNDATION | | | | | 16 FLOOR CONST. | | | | | 17 ELECTRIC | | | | | 18 CONST CLASS | | | | | 21 ATTIC | | | | | 22 BASEMENT | | | | | 23 HEATING | | | | | 28 FIREPLACE NO. <u>1</u> | | | | | 29 PORCH <u>Small</u> | | | | | 30 DECK <u>0</u> | | | | | 30A SOURCE OF DATA | | | | | 229 Per Cent Complete | | | | | 230 Eff. Yr. 19 <u>52</u> Obsol % <input type="checkbox"/> Net Cond % <input type="checkbox"/> | | | | | 231 Grade <u>R108</u> Variation <input type="checkbox"/> | | | | | 232 1st. Floor <u>17'2"</u> Area <input type="checkbox"/> | | | | | 233 Upper Floors <u>0</u> Area <input type="checkbox"/> | | | | | 234 Half Story <u>0</u> Area <input type="checkbox"/> | | | | | 235 Unf. Floors 1/2 <u>0</u> Full <input type="checkbox"/> | | | | | 236 Fin. Attic <u>0</u> Area <input type="checkbox"/> | | | | | 237 Strwy. to Unf. Attic <u>1N 2Y 3F</u> | | | | | 238 Total Bsmt. <u>87'</u> Area <input type="checkbox"/> | | | | | 239 Fin. Bsmt. <u>50'</u> Area <input type="checkbox"/> | | | | | 240 Daylite Bsmt. <u>2Y</u> | | | | | 241 Ext. Brick % <u>55</u> Ext. Stone % <input type="checkbox"/> | | | | | 242 Heating Source <input checked="" type="checkbox"/> Oil <input type="checkbox"/> 2 G <input type="checkbox"/> 3 El. | | | | | 243 Heating System <input type="checkbox"/> 1 F/W <input type="checkbox"/> 2 Gr <input type="checkbox"/> 3 Rd. | | | | | 244 Heating <u>222'</u> Area <input type="checkbox"/> | | | | | 245 Central Cooling Costs \$ <input type="checkbox"/> | | | | | 246 Bathrooms <u>Full</u> 1 3/4 1 1/2 <u>0</u> | | | | | 247 H.W. Tank/Sink/Laundry <u>1</u> | | | | | 248 Other Single Plumbing Outlets <u>0</u> | | | | | 249 Fireplaces <u>Single</u> 1 Multi.-fl. <u>0</u> Free-Std <u>0</u> | | | | | 250 Fireplace Add Outlets <u>0</u> | | | | | 251 Porch 1 DK 2 OP 3 En Area <input type="checkbox"/> | | | | | 252 Porch 1 DK 2 OP 3 En Area <input type="checkbox"/> | | | | | 253 Porch 1 DK 2 OP 3 En Area <input type="checkbox"/> | | | | | 254 Additional Costs \$ <input type="checkbox"/> | | | | | 255 Garage Att. <u>0</u> Area <input type="checkbox"/> | | | | | 256 | | | | |
| X Hip <input type="checkbox"/> Comp. <input type="checkbox"/> Gable <input type="checkbox"/> Tile/Slate <input type="checkbox"/> Shed <input type="checkbox"/> Tar/Gravel <input type="checkbox"/> Flat <input type="checkbox"/> Shingle <input type="checkbox"/> X Gutters <input checked="" type="checkbox"/> Drain <input type="checkbox"/> Shake <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy <input type="checkbox"/> Other <input type="checkbox"/> | | | | | Wood <input type="checkbox"/> Steel <input type="checkbox"/> X Alum. <input checked="" type="checkbox"/> SI/GI/Dr <input type="checkbox"/> Other <input type="checkbox"/> | | | | | X Concrete <u>9"</u> Thick Concrete Block <input type="checkbox"/> Post & Pier <input type="checkbox"/> Other <input type="checkbox"/> | | | | | Flr. Joists <input checked="" type="checkbox"/> X Bridged <input type="checkbox"/> O.C. <input type="checkbox"/> Post & Beam <input checked="" type="checkbox"/> X Stud Bearing <input checked="" type="checkbox"/> X X Concrete Slab <input type="checkbox"/> Hidden <input type="checkbox"/> | | | | | Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Other <input type="checkbox"/> | | | | | Single <input type="checkbox"/> Sub. Std. <input type="checkbox"/> X Double <input checked="" type="checkbox"/> Std. <input type="checkbox"/> Solid <input type="checkbox"/> Good <input type="checkbox"/> Pre. Fab. <input type="checkbox"/> Special <input type="checkbox"/> | | | | | Oil <input type="checkbox"/> Gas <input type="checkbox"/> Elec. <input type="checkbox"/> F/wf <input type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. <input type="checkbox"/> BB <input checked="" type="checkbox"/> F.A. <input type="checkbox"/> HW <input type="checkbox"/> Conversion <u>Heat Pump</u> X Adeq. <input type="checkbox"/> Inadeq. <input type="checkbox"/> Other <input type="checkbox"/> | | | | | B.B.Q. <input type="checkbox"/> Disp. <input type="checkbox"/> D.W. <input type="checkbox"/> Intercom <input type="checkbox"/> Fan. & Hd. <input type="checkbox"/> App. Is. <input type="checkbox"/> Vacuum <input type="checkbox"/> Stereo <input type="checkbox"/> Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Other <input type="checkbox"/> | | | | | No. 1 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> No. 2 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> No. 3 <input type="checkbox"/> OP <input type="checkbox"/> Enc. <input type="checkbox"/> St. <input type="checkbox"/> Other <input type="checkbox"/> | | | | | No. 1 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. <input type="checkbox"/> No. 2 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. <input type="checkbox"/> No. 3 <input type="checkbox"/> Conc. <input type="checkbox"/> Wd <input type="checkbox"/> Cvd. <input type="checkbox"/> Other <input type="checkbox"/> | | | | | Owner <u>11-9-72</u> Tenant <input type="checkbox"/> N.H. <input type="checkbox"/> N.H. Card <input type="checkbox"/> Card Returned <input type="checkbox"/> | | | | | 232 1st. Floor <u>17'2"</u> Area <input type="checkbox"/> 233 Upper Floors <u>0</u> Area <input type="checkbox"/> 234 Half Story <u>0</u> Area <input type="checkbox"/> 235 Unf. Floors 1/2 <u>0</u> Full <input type="checkbox"/> 236 Fin. Attic <u>0</u> Area <input type="checkbox"/> 237 Strwy. to Unf. Attic <u>1N 2Y 3F</u> 238 Total Bsmt. <u>87'</u> Area <input type="checkbox"/> 239 Fin. Bsmt. <u>50'</u> Area <input type="checkbox"/> 240 Daylite Bsmt. <u>2Y</u> 241 Ext. Brick % <u>55</u> Ext. Stone % <input type="checkbox"/> 242 Heating Source <input checked="" type="checkbox"/> Oil <input type="checkbox"/> 2 G <input type="checkbox"/> 3 El. 243 Heating System <input type="checkbox"/> 1 F/W <input type="checkbox"/> 2 Gr <input type="checkbox"/> 3 Rd. 244 Heating <u>222'</u> Area <input type="checkbox"/> 245 Central Cooling Costs \$ <input type="checkbox"/> 246 Bathrooms <u>Full</u> 1 3/4 1 1/2 <u>0</u> 247 H.W. Tank/Sink/Laundry <u>1</u> 248 Other Single Plumbing Outlets <u>0</u> 249 Fireplaces <u>Single</u> 1 Multi.-fl. <u>0</u> Free-Std <u>0</u> 250 Fireplace Add Outlets <u>0</u> 251 Porch 1 DK 2 OP 3 En Area <input type="checkbox"/> 252 Porch 1 DK 2 OP 3 En Area <input type="checkbox"/> 253 Porch 1 DK 2 OP 3 En Area <input type="checkbox"/> 254 Additional Costs \$ <input type="checkbox"/> 255 Garage Att. <u>0</u> Area <input type="checkbox"/> 256 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Code 31 | | | | | | | | | | REMARKS | | | | | | | | | | 258 Gar. Det. <u>Grade</u> 7 Area <u>38'</u> | | | | | | | | | | 259 Eff. Year <u>1957</u> Net Cond. % <input type="checkbox"/> | | | | | | | | | | 260 Carport <u>0</u> Area <input type="checkbox"/> | | | | | | | | | | 262 No. of Parking Stalls <u>2</u> | | | | | | | | | | 266 Pool <u>Grade</u> Area <input type="checkbox"/> | | | | | | | | | | 267 Pool Eff. Yr. <u>19</u> Net Cond. % <input type="checkbox"/> | | | | | | | | | | 268 1 Poured 2 Gunite 3 Fib. gl. 4 Plastic | | | | | | | | | | 269 Concrete <u>36'</u> Area <input type="checkbox"/> | | | | | | | | | | 270 Asphalt <u>0</u> Area <input type="checkbox"/> | | | | | | | | | | 271 Other Misc. Imps. Value \$ <input type="checkbox"/> | | | | | | | | | | 272 Permanent Review Needed <u>0</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 50 MISCELLANEOUS IMPROVEMENTS | | | | | | | | | | 51 PRINCIPAL BUILDING | | | | | | | | | | STAFF | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Year <u>57</u> Items <u>DETACHED</u> Const <u>7</u> Gr <u>Code</u> Floor <u>Comp.</u> Roof <u>Brick</u> Dimensions <u>19x20</u> Area <u>380</u> \$ F.V. <u>360</u> <u>Patio</u> <u>Brick</u> <u>12x30</u> <u>360</u> | | | | | | | | | | FI <u>1</u> Dimensions <u>35 x 69</u> Area <u>1725</u> FI <u>B</u> Dimensions <u>25 x 35</u> Area <u>875</u> FI <u>1</u> Dimensions <u>x</u> Area <u>x</u> FI <u>1</u> Dimensions <u>x</u> Area <u>x</u> FI <u>1</u> Dimensions <u>x</u> Area <u>x</u> FI <u>1</u> Dimensions <u>x</u> Area <u>x</u> FI <u>1</u> Dimensions <u>x</u> Area <u>x</u> FI <u>1</u> Dimensions <u>x</u> Area <u>x</u> | | | | | | | | | | 282 Building Data Date <input type="checkbox"/> 283 Appraiser No. <input type="checkbox"/> 284 Reviewer No. <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

District

6316

2 Addition

Shoreline Hts

Section

17

Twp

26

Range

4

EWM

Block

2

Tract or Lot No

16

Lot 15 & 16

Permit No.

87572

Description

AC-72 P-11 P1-8

Date

4-8-48

3 Address of Property

2132 7147

Cont.

4 Fee Owner

5 Architect

Contr.

6 Original Building Cost \$

Owner-Tenant Occupied

Rental per Month \$

Estimated Rental per Month \$

7 Condition of Exterior

Interior

Interior

Foundation

Floor Plan Good

Accept

Poor

| BUILDING | TILE | LINO | ATTIC | PORCHES | EXTERIOR WALLS |
|---------------------|------|---------------------|---------------|-------------------------|--------------------|
| One Family Dwelling | Asph | 4' tile | Stairway | 3 One Story | Boards and Batten |
| Two Family Dwelling | | Floor-Wall Bath | Opened Closed | 2 Two Story | 50% Shiplap + T.P. |
| No. of Stories | | Floor-Wall Lavatory | Finished | 2 Unroofed | Rustic |
| No. of Rooms | | Floor-Wall | Unfinished | 3 Brick and or Concrete | Cedar Siding |
| Basement | | Floor-Wall Shower | Useful | 3 Cement Floor 4x8 | Shingles |
| First Floor + U | Asph | Floor-Wall Kitchen | DORMERS | Recessed | X Shakes 50% |
| Second Floor | For | Kitchen Drain Board | No. Width | Glassed | Stucco on Lath |
| Third Floor | | None | | Enclosed | Brick Veneer |
| Attic | X | Unfinished | | | Kind |

| INTERIOR WALLS | Date first occupied, Month | 19 | 49 |
|----------------|----------------------------|------|---------------|
| 6 Plaster + U | Date Built, 19 | 48 | Unfinished X |
| Plaster Board | Date Finished, 19 | 1945 | Rebuilt, 19 |
| Celotex | Effective Age | 990 | Years |
| Plywood | Dep. for Cond. | | Dep. for O.B. |
| Ceiled | Dep. for ES | | Total 990 |

| INTERIOR WALLS | CONSTRUCTION |
|------------------|--------------|
| Open Studs | Single |
| Painted + U | Double 50% |
| Kalsomine | Solid |
| Papered | Very Cheap |
| Unfinished Walls | Cheap |
| | Medium |
| | Good |
| | Special |

| FLOORS | CEILING HEIGHT |
|----------------|----------------------|
| 3 Hardwood | Basement 7 ft. 6 in. |
| 4 Fir | 1st Floor 8 ft. in. |
| 4 Concrete | 2nd Floor ft. in. |
| 4 Asphalt Tile | 3rd Floor ft. in. |
| X Shiplap | Attic Low High |

| FIREPLACE—No. | 1 |
|-----------------|---|
| 1 Stems | |
| Bsmt. 1 1st 2nd | |
| X Brick Roman | |
| Tile Face | |
| Cobblestone | |
| Unfinished | |

| INTERIOR TRIM | HEATING | GROUND FLOOR AREA |
|---------------|-----------------------|-------------------|
| Hardwood | Stove | 1725 |
| Mahogany | Pipeless Furnace | 625 |
| Fir + U | Floor Furnace | Sq. Ft. |
| Unfinished | X Hot Air Furnace | |
| | Fan | |
| | Gas | |
| | Stoker | |
| | Pot Oil Burner | |
| | X Pressure Oil Burner | |
| | Oil Burning Unit | |
| | Air Cond. Comp. | |
| | Radiant | |
| | Hot Water | |
| | Electric | |

| PLUMBING | FOUNDATION | EXTRA FEATURES |
|-------------------|--------------------------|-------------------|
| No. of Fixtures 8 | Concrete 49 Thick | Cathedral Ceiling |
| Tub—Log or Pem. | Cement Blocks | Insulated |
| Toilets | Stone or Brick | Alum Sash. |
| 2 Basin—Pedestal | Wood Post Concrete Block | |
| 1 Sink | | |
| 1 Shower Stall | | |
| 1 Hot Water Tank | | |
| 1 Laundry Trays | | |
| 1 None | | |
| 1 Unfinished | | |

| ROOF | FLOOR CONSTRUCTION |
|----------------|--------------------|
| Shingle | 1st Floor Joists x |
| Shake | Bridged |
| X Composition | Post Size x |
| Tile or Slate | Beam Size x |
| Tar and Gravel | Cow Slab |
| Tar Paper | |

| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|-----------------|--------------|-------|------|------|------------|------------|--------|-------|--------|---------|-----------|
| 57 Garage, det | Shale | Conc | Comp | 1 | 21 x 19 | 399 | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |

| LIMITS | | ROAD | SCHOOL | WATER | FIRE | TOTAL | | 777130-0125 | | 830 | 3500 | 7035 | 4590 | HOVEN | |
|--------|----|--------|---------|-------|--------------------|----------|-------------------------|-------------|----------------------------|---------|--------|-------|-------|----------------|-----|
| Co | | 3 | 412 | | 4 | L | | SEWER | HS | PTL | AIRPT. | FERRY | Metra | PK & REC. SELN | LIB |
| | | | | | | | | LC | | | | | | | |
| YR. | AC | LAND | BLDGS. | TOTAL | BY | DATE | REASON | FE | OWNER | DATE | | | | | |
| 19 49 | | 140 | | 140 | MS (b) | 1-23-48 | | | H.H. Garrison Jr. | | | | | | |
| 19 50 | | | 300 | | | | Real Prop. (Vaping) | | 210-E-45-7944-#22 000 | | | | | | |
| 19 52 | | 270 | 200 | 470 | | | | | Bruno P. Sufferdini, et al | 2-23-62 | | | | | |
| 19 55 | | 270 | 1000 | 1270 | JH | 9-16-53 | addn. - Nearly Finished | | | | | | | | |
| 19 56 | | 270 | 1800 | 2070 | JH | 8-26-54 | RV-per Folio | | | | | | | | |
| 19 56 | | 360 | 1800 | 2160 | JH | 1-55 | Murges Lats 15+16 | | | | | | | | |
| 19 57 | | 360 | 2500 | 2860 | J.L. | 12-20-55 | Exterior Walls. Unfin. | | | | | | | | |
| 19 57 | | 660 | 2500 | 3160 | at | 5-28-56 | Per | | | | | | | | |
| 19 58 | | 660 | 3000 | 3660 | JH | 4-17-57 | Per & per folio | | | | | | | | |
| 19 62 | | 660 | 3500 | 4160 | MO | 12/19/60 | R.V. | | | | | | | | |
| 19 63 | | 830 | 3500 | 4330 | LL | 9-21-61 | Per | | | | | | | | |
| 19 69 | | 1300 | 3500 | 4800 | MO | 1-2-67 | Per | | | | | | | | |
| 19 71 | L | 2600 B | 7000 T | 9600 | 777130-0125-0 8/9 | | | | | | | | | | |
| 19 72 | | 4580 | 11090 | 15590 | Per | 2-16-71 | Per | | | | | | | | |
| 19 72 | L | 3573 B | 8805 T | 12378 | 777130-0125-0 9/71 | | | | | | | | | | |
| 19 73 | L | 4500 B | 11090 T | 15590 | 777130-0125-0 9/71 | | | | | | | | | | |
| 19 | | | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | | | |



FOLIO

LIMITS

CO

CODE NO.

ADDITION

SW

SECTION 17

TWP. 26

N. RANGE 4

EWM.

BLOCK 2

TRACT OR LOT NO.

DESCRIPTION

Lot 15 & E¹/₂ of Lot 16

LAND INFORMATION

SIZE OF TRACT OR LOT X TOPOGRAPHY GRADE FT. STREET-ROAD SURFACE

ALLEY SIDEWALK SEWAGE WATER PUMP DRAINAGE

LANDSCAPING CONDITION TREND VALUE OF LOT \$ FRONT STREET

USE DISTRICT

| LAND USE | SOIL TYPE | CROPS-TIMBER STAND | NO. ACRES | VALUE ACRE | VALUE |
|-------------------------------|-----------|--------------------|-----------|------------|-------|
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| O LAND SIZE X TOTAL | | | | \$ | |
| C OWNER OR CONTRACT PURCHASER | | | DATE | FILE NO. | PRICE |
| H.H.Warrick Jr. | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| DISTRICT: ROAD | | | SCHOOL | WATER | FIRE |
| 3 | | | 412 | | 4 |

ASSESSED VALUE LAND

LOT \$

UNIMPROVED ACRES \$

IMPROVED ACRES \$

OTHER LANDS \$

TIMBER \$

TOTAL ASSESSED VALUE 50% \$

DATE

REMARKS

| ASSESSED VALUE | | DECREASE OR INCREASE IN ASSESSED VALUATION | | | | | | | | REASON | DECREASE | INCREASE |
|----------------|-------|--|------|--------|-------|---------|-------|---|--|--------|----------|----------|
| YEAR | ACRES | TIMBER | LAND | BLDGS. | TOTAL | DATE | BY | | | | | |
| 1948 | | | 135 | | 135 | 6-23-48 | NL(b) | | | | | |
| 1949 | | | 140 | | 140 | " | " | " | | | | |
| 19 | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | |
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| 19 | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | |

11/26/96



777130 - 0135

6316-A

COMPLETED - PERMIT MASTER LIST

2-6

| <u>ApplicationID</u> | <u>ApplicantName</u> | <u>Parcel</u> | <u>Status</u> | |
|----------------------|--|-------------------------------|---------------|----------|
| 1995-00104 | STAN PARADIE 6013 178TH PLACE SW (206)743-3169 BROWER'S CUSTOM LYNNWOOD WA 98036- | 7771300135 2122 N 147TH ST | 8 FINALED | 5,000.00 |

ApplicationTypeDescription Building Res Additions, decks, garage, Remodel
ApplicationDescr
LOT 17 BLOCK 2 SHORELINE HEIGHTS ADDITION

DEPT. OF ASSESSMENTS
96 DEC -2 PM 3:56

/ OF \

777130 - 10135
06316 A
10/90
SSHA

MAJOR 7
3 Addition
SHOR
4 Quar
Situs
7 Address
212
8 Descript

099 SHEET

1 OF 1

9 LAND ONLY

UNDERWATER TIDELANDS

10 REMARKS

Code

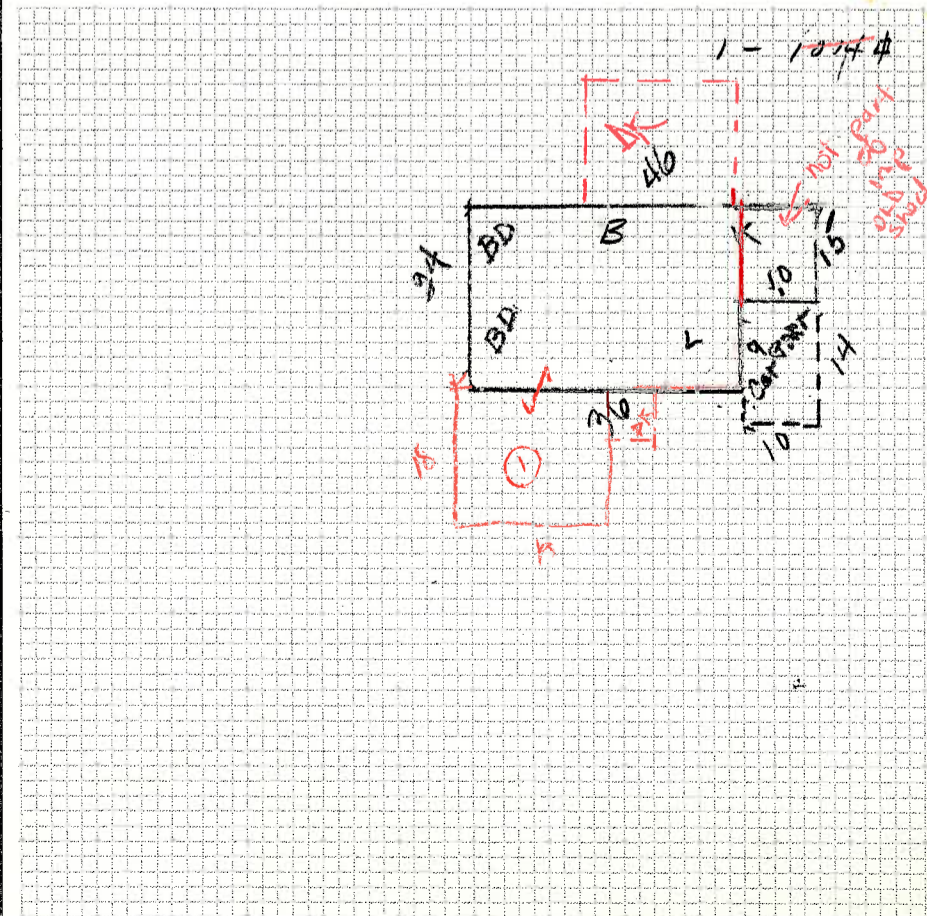


10A PERMIT INFORMATION

No. 87572 Date Issued 4-8-48 P.V.
Date Const. Started 1948 Date Completed 1948
Date Occupied Jan 1949
Remodeled

11 PLAT OF BUILDING

Scale 1 CM = 10



| LAND | | | | | | | | | | | | |
|------|------------------------------|-----|----|---|----|---|----|--|--|--|--|--|
| 100 | Zone Actual | | | | | | | | | | | |
| 101 | Zone Conformity | 1N | | | | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | | | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | | | | | |
| 104 | Lot Width | | | | | | | | | | | |
| 105 | Lot Depth | | | | | | | | | | | |
| 106 | Square Foot or Acres | | | | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | | | | | |
| 108 | Lot Depth (useable) | | | | | | | | | | | |
| 110 | Lot Wd. (standard) | | | | | | | | | | | |
| 111 | Lot Depth (standard) | | | | | | | | | | | |
| 113 | Unit Value | | | | | | | | | | | |
| 114 | Representative Site | 1SS | | | | | | | | | | |
| 115 | Irregular | | | | | | | | | | | |
| 116 | Corner | | | | | | | | | | | |
| 117 | Grade | 1 | LW | | | | | | | | | |
| 118 | Slope | | | | | | | | | | | |
| 119 | Street Access | 1SS | | | | | | | | | | |
| 120 | Water Front | | | | | | | | | | | |
| 121 | Dock Suitability | 1N | | | | | | | | | | |
| 122 | Tide Land | | | | | | | | | | | |
| 123 | Alley | | | | | | | | | | | |
| 124 | Cul De Sac | | | | | | | | | | | |
| 125 | Thru Street | 1N | | | | | | | | | | |
| 126 | Street Front | 1N | | | | | | | | | | |
| 127 | Curbs & Gutters | | | | | | | | | | | |
| 128 | Sidewalks | | | | | | | | | | | |
| 129 | Street Surface | 1 | C | | | | | | | | | |
| 130 | Street Condition | 1SS | | | | | | | | | | |
| 131 | Street Traffic | 1H | | | | | | | | | | |
| 132 | Street Lights | 1N | | | | | | | | | | |
| 133 | Water | | | | | | | | | | | |
| 134 | Water System | | | | | | | | | | | |
| 135 | Sanitary Sewers | 1N | | | | | | | | | | |
| 136 | Storm Sewers | 1N | | | | | | | | | | |
| 137 | Underground Utilities | 1N | | | | | | | | | | |

| VIEW | | | | | | | | | | | | |
|------|--------------------|-----|--|--|--|--|--|--|--|--|--|--|
| 140 | View Lot | | | | | | | | | | | |
| 141 | View Olympic Range | 1SS | | | | | | | | | | |
| 142 | View Cascade Range | 1SS | | | | | | | | | | |
| 143 | View Mt. Rainier | 1SS | | | | | | | | | | |
| 144 | View Pug. Sound | 1SS | | | | | | | | | | |
| 145 | View Lake | 1SS | | | | | | | | | | |
| 146 | View River | 1SS | | | | | | | | | | |
| 147 | View City | 1SS | | | | | | | | | | |
| 148 | Territorial View | 1SS | | | | | | | | | | |
| 149 | View Utilization | 1SS | | | | | | | | | | |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | | | | |
|---------------------------------|-------------------------------------|-----|--|--|--|--|--|--|--|--|--|--|
| 151 | Predominate Use | | | | | | | | | | | |
| 152 | Arch. Attractiveness | 1SS | | | | | | | | | | |
| 153 | Landscaping | 1SS | | | | | | | | | | |
| 154 | Unit Balance | 1SS | | | | | | | | | | |
| 155 | Esmts. & Restrs. | 1SS | | | | | | | | | | |
| 156 | External Nuisances | 1SS | | | | | | | | | | |
| 157 | Conf. Gen. Neigh. | 1SS | | | | | | | | | | |
| 158 | Conf. Immed. Neigh. | 1SS | | | | | | | | | | |
| 159 | Prox. to Trans. | 1SS | | | | | | | | | | |
| 160 | Prox. to Soc. Service | 1SS | | | | | | | | | | |
| 161 | Prox. to Public Service | 1SS | | | | | | | | | | |
| 162 | Trend | 1SS | | | | | | | | | | |
| 163 | Planning | 1SS | | | | | | | | | | |
| 164 | Market Demand | 1SS | | | | | | | | | | |
| 165 | Land Use Code | | | | | | | | | | | |
| 166 | Base Lot Value | | | | | | | | | | | |
| 167 | Permanent Rev. Needed | | | | | | | | | | | |
| 168 | Obsolescence (Refers to land value) | | | | | | | | | | | |

| STAFF | | | | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|--|--|--|--|--|
| 170 | Land Data Date | | | | | | | | | | | |
| 171 | Appraiser No. | | | | | | | | | | | |
| 172 | Reviewer No. | | | | | | | | | | | |
| 185 | Date | | | | | | | | | | | |

BUILDING DATA

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|------------------|--|--|--|--|--------------------|--|--|--|--|
| MAJOR <u>777130</u> MINOR <u>0135</u> FOLIO <u>6316-A</u> | | | | | | | | | | BUILDING DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 EXTERIOR | | | | | 19 ROOM DETAIL | | | | | 24 INSULATION | | | | | 200 | | | | | Condo | | | | | Co-op | | | | | Poss. Int. Units | | | | | 001 | | | | |
| Bd. & Btn. <input type="checkbox"/> Shingle Rustic <input checked="" type="checkbox"/> Shake Ced./Sid. <input type="checkbox"/> Conc. Blk. Plywood <input type="checkbox"/> Brick Veneer <input checked="" type="checkbox"/> % <u>TRIM</u> Stone <input type="checkbox"/> Other _____ | | | | | No. <u>4</u> Entry <input type="checkbox"/> Dining <input type="checkbox"/> Fa/De/R <input type="checkbox"/> Bedroom <input type="checkbox"/> Bath <input type="checkbox"/> Living <input type="checkbox"/> Kitchen <input type="checkbox"/> Utility <input type="checkbox"/> Grade <input type="checkbox"/> Unf. 1/2 Floor Area <input type="checkbox"/> Sq. Ft. _____ Unf. Full Floor Area <input type="checkbox"/> Sq. Ft. _____ | | | | | Walls <input checked="" type="checkbox"/> Ceiling Other _____ | | | | | 25 KITCHEN Eat. Area <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cabinets <input checked="" type="checkbox"/> Adeq. <input type="checkbox"/> Inad. <input type="checkbox"/> Cab. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ctr. Matl. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Remodeled <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> | | | | | 201 Use Type <input checked="" type="checkbox"/> 2M <input type="checkbox"/> 3G <input type="checkbox"/> 202 Year Built <u>1950</u> Cost Year <u>1971</u> 203 Depreciation Table | | | | | 204 Functional <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 205 Condition <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 206 Workmanship <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 207 No. of Stories <u>1</u> 208 Total Rooms <u>4</u> 209 Entry <u>0</u> 210 Dining <u>0</u> 211 Fam/Den/Rec. <u>0</u> 212 Bedrooms <u>2</u> 214 Utility Type Rooms <u>0</u> 215 No. of Built-Ins <u>0</u> 216 Adeq. Electric <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 217 Adeq. Plumbing <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 218 Adeq. Garage <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 219 Adeq. Storage <input type="checkbox"/> 1SS <input checked="" type="checkbox"/> 3G <input type="checkbox"/> 220 Bsmt. Garage <input type="checkbox"/> Area _____ 221 Unfin. Attic <input type="checkbox"/> Area _____ | | | | | | | | | | | | | | |
| 13 ROOF | | | | | 20 BUILT-INS NO. <u>0</u> | | | | | 26 FLOORS | | | | | 27 PLUMBING | | | | | 28 FIREPLACE NO. <u>0</u> | | | | | 29 PORCH <u>Smaller</u> | | | | | 30 DECK <u>0</u> | | | | | 30A SOURCE OF DATA | | | | |
| Hip <input checked="" type="checkbox"/> Comp. <input type="checkbox"/> Gable <input checked="" type="checkbox"/> Tile/Slate <input type="checkbox"/> Shed <input type="checkbox"/> Tar/Gravel <input type="checkbox"/> Flat <input type="checkbox"/> Shingle <input type="checkbox"/> Gutters <input checked="" type="checkbox"/> Drain <input type="checkbox"/> Lgt. <input type="checkbox"/> Hvy <input type="checkbox"/> Shake <input type="checkbox"/> Other _____ | | | | | B.BQ. <input type="checkbox"/> Disp. <input type="checkbox"/> D.W. <input type="checkbox"/> Intercom <input type="checkbox"/> Fan. & Hd. <input type="checkbox"/> App. Is. <input type="checkbox"/> Vacuum <input type="checkbox"/> Stereo <input type="checkbox"/> Rng. & Ov. <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Dbl. Oven <input type="checkbox"/> Bi <input type="checkbox"/> Di <input type="checkbox"/> Other _____ | | | | | 3 HW <input type="checkbox"/> Conc. <input type="checkbox"/> Tile <input type="checkbox"/> SW <input type="checkbox"/> WWC <input type="checkbox"/> Lino. <input type="checkbox"/> Other _____ | | | | | 1 Tub <input type="checkbox"/> Basin <input type="checkbox"/> 1 Toilet <input type="checkbox"/> Shower St. <input type="checkbox"/> Baths Full <input type="checkbox"/> 3/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> Grade <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> 1 Sink <input type="checkbox"/> HW Tank <input type="checkbox"/> 1 Laundry Conn. <input type="checkbox"/> Other Sgl. Outlets <input type="checkbox"/> Roughed in Baths <input type="checkbox"/> Other _____ | | | | | 229 Per Cent Complete _____ 230 Eff. Yr. <u>1952</u> Obsol % _____ Net Cond % _____ 231 Grade <u>R107</u> Variation <u>-05</u> 232 1st. Floor Area <u>1010</u> 233 Upper Floors Area _____ 234 Half Story Area _____ 235 Unf. Floors 1/2 _____ Full _____ 236 Fin. Attic Grade _____ Area _____ 237 Strwy. to Unf. Attic <u>1N</u> <u>2Y</u> <u>3F</u> 238 Total Bsmt. Area _____ 239 Fin. Bsmt. Grade _____ Area _____ 240 Daylite Bsmt. <u>1N</u> <u>2Y</u> 241 Ext. Brick % _____ Ext. Stone % _____ 242 Heating Source <input type="checkbox"/> 1 Oil <input type="checkbox"/> 2 G <input checked="" type="checkbox"/> El. 243 Heating System <input type="checkbox"/> 1 F/W <input type="checkbox"/> 2 Gr <input type="checkbox"/> 3 Rd. 244 Heating Area <u>1010</u> 245 Central Cooling Costs \$ _____ 246 Bathrooms Full <u>1</u> 3/4 <u>0</u> 1/2 <u>0</u> 247 H.W. Tank/Sink/Laundry <u>1</u> 248 Other Single Plumbing Outlets <u>0</u> 249 Fireplaces Single _____ Multi.-fl. _____ Free-Std _____ 250 Fireplace Add Outlets _____ 251 Porch <u>1</u> DK <u>2</u> OP <u>3</u> En Area _____ 252 Porch <u>1</u> DK <u>2</u> OP <u>3</u> En Area _____ 253 Porch <u>1</u> DK <u>2</u> OP <u>3</u> En Area _____ 254 Additional Costs \$ _____ 255 Garage Att. Area _____ | | | | | | | | | | | | | | | | | | | |
| 14 WINDOWS | | | | | 21 ATTIC | | | | | 22 BASEMENT | | | | | 23 HEATING | | | | | 24 ACCESSORY IMPROVEMENTS | | | | | | | | | | | | | | | | | | | |
| Wood <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Alum. <input type="checkbox"/> SI/GI/Dr. <input type="checkbox"/> Other _____ | | | | | None <input checked="" type="checkbox"/> Unfinished <input type="checkbox"/> Finished Area _____ Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Strwy. <u>1</u> N <u>2</u> Y <u>3</u> F | | | | | Other _____ None <input checked="" type="checkbox"/> Part <input type="checkbox"/> Full <input type="checkbox"/> Finished Rms. No. _____ Finished Area _____ Grade <input type="checkbox"/> SS <input type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Daylite Bsmt. <input type="checkbox"/> Garage <input type="checkbox"/> X <input type="checkbox"/> Other _____ | | | | | Oil <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec. <input type="checkbox"/> F/wf <input type="checkbox"/> Grav. <input type="checkbox"/> Rdnt. <input type="checkbox"/> BB <input type="checkbox"/> F.A. <input type="checkbox"/> HW <input type="checkbox"/> Conversion <input type="checkbox"/> Adeq. <input checked="" type="checkbox"/> Inadeq. <input type="checkbox"/> Other _____ | | | | | 258 Gar. Det. Grade _____ Area _____ 259 Eff. Year <u>19</u> Net Cond. % _____ 260 Carport Area <u>140</u> 262 No. of Parking Stalls <u>1</u> 266 Pool Grade _____ Area _____ 267 Pool Eff. Yr. <u>19</u> Net Cond. % _____ 268 1 Poured 2 Gunite 3 Fib. gl. 4 Plastic 269 Concrete Area _____ 270 Asphalt Area _____ 271 Other Misc. Imps. Value \$ _____ 272 Permanent Review Needed <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | |
| 15 FOUNDATION | | | | | 25 MISCELLANEOUS IMPROVEMENTS | | | | | 50 | | | | | 51 | | | | | 52 | | | | | | | | | | | | | | | | | | | |
| Concrete <u>6"</u> Thick <input checked="" type="checkbox"/> Concrete Block <input type="checkbox"/> Post & Pier <input type="checkbox"/> Other _____ | | | | | 1950 CAR PORT <u>FR</u> <u>16x44</u> Deck (Front) <u>FR</u> <u>6x7</u> <u>42</u> Rock <u>FR</u> <u>17x20</u> <u>340</u> Det Shed <u>FR</u> <u>6x10</u> <u>60</u> <u>NV</u> Patio <u>Slab</u> <u>8x14</u> <u>112</u> | | | | | Year _____ Items _____ Const _____ Gr _____ Floor _____ Roof _____ Dimensions _____ Area _____ \$F.V. _____ 1950 CAR PORT <u>FR</u> <u>16x44</u> Deck (Front) <u>FR</u> <u>6x7</u> <u>42</u> Rock <u>FR</u> <u>17x20</u> <u>340</u> Det Shed <u>FR</u> <u>6x10</u> <u>60</u> <u>NV</u> Patio <u>Slab</u> <u>8x14</u> <u>112</u> | | | | | Dimensions _____ Area _____ 1 24x36 864 1 10x15 150 1 TOTAL 1014 x 864 | | | | | Building Data Date _____ Appraiser No. _____ Reviewer No. _____ | | | | | | | | | | | | | | | | | | | |
| 16 FLOOR CONST. | | | | | 26 PRINCIPAL BUILDING | | | | | 50 | | | | | 51 | | | | | 52 | | | | | | | | | | | | | | | | | | | |
| Flr. Joists <u>2</u> X <u>0</u> Bridged <u>116</u> O.C. <input type="checkbox"/> Post & Beam <input checked="" type="checkbox"/> Stud Bearing <input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Hidden <input type="checkbox"/> | | | | | 268 1 Poured 2 Gunite 3 Fib. gl. 4 Plastic 269 Concrete Area _____ 270 Asphalt Area _____ 271 Other Misc. Imps. Value \$ _____ 272 Permanent Review Needed <input type="checkbox"/> | | | | | Year _____ Items _____ Const _____ Gr _____ Floor _____ Roof _____ Dimensions _____ Area _____ \$F.V. _____ 1950 CAR PORT <u>FR</u> <u>16x44</u> Deck (Front) <u>FR</u> <u>6x7</u> <u>42</u> Rock <u>FR</u> <u>17x20</u> <u>340</u> Det Shed <u>FR</u> <u>6x10</u> <u>60</u> <u>NV</u> Patio <u>Slab</u> <u>8x14</u> <u>112</u> | | | | | Dimensions _____ Area _____ 1 24x36 864 1 10x15 150 1 TOTAL 1014 x 864 | | | | | Building Data Date _____ Appraiser No. _____ Reviewer No. _____ | | | | | | | | | | | | | | | | | | | |
| 17 ELECTRIC | | | | | 27 STAFF | | | | | 50 | | | | | 51 | | | | | 52 | | | | | | | | | | | | | | | | | | | |
| Int. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Ext. Fix. <input type="checkbox"/> SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G <input type="checkbox"/> Other _____ | | | | | 282 Building Data Date _____ 283 Appraiser No. _____ 284 Reviewer No. _____ | | | | | Year _____ Items _____ Const _____ Gr _____ Floor _____ Roof _____ Dimensions _____ Area _____ \$F.V. _____ 1950 CAR PORT <u>FR</u> <u>16x44</u> Deck (Front) <u>FR</u> <u>6x7</u> <u>42</u> Rock <u>FR</u> <u>17x20</u> <u>340</u> Det Shed <u>FR</u> <u>6x10</u> <u>60</u> <u>NV</u> Patio <u>Slab</u> <u>8x14</u> <u>112</u> | | | | | Dimensions _____ Area _____ 1 24x36 864 1 10x15 150 1 TOTAL 1014 x 864 | | | | | Building Data Date _____ Appraiser No. _____ Reviewer No. _____ | | | | | | | | | | | | | | | | | | | |
| 18 CONST CLASS | | | | | 28 | | | | | 50 | | | | | 51 | | | | | 52 | | | | | | | | | | | | | | | | | | | |
| Single <input type="checkbox"/> Sub. Std. <input type="checkbox"/> Double <input checked="" type="checkbox"/> Std. <input checked="" type="checkbox"/> Solid <input type="checkbox"/> Good <input type="checkbox"/> Pre. Fab. <input type="checkbox"/> Special <input type="checkbox"/> | | | | | 285 Gar. Det. Grade _____ Area _____ 286 Eff. Year <u>19</u> Net Cond. % _____ 287 Carport Area <u>140</u> 289 No. of Parking Stalls <u>1</u> 293 Pool Grade _____ Area _____ 294 Pool Eff. Yr. <u>19</u> Net Cond. % _____ 295 1 Poured 2 Gunite 3 Fib. gl. 4 Plastic 296 Concrete Area _____ 297 Asphalt Area _____ 298 Other Misc. Imps. Value \$ _____ 299 Permanent Review Needed <input type="checkbox"/> | | | | | Year _____ Items _____ Const _____ Gr _____ Floor _____ Roof _____ Dimensions _____ Area _____ \$F.V. _____ 1950 CAR PORT <u>FR</u> <u>16x44</u> Deck (Front) <u>FR</u> <u>6x7</u> <u>42</u> Rock <u>FR</u> <u>17x20</u> <u>340</u> Det Shed <u>FR</u> <u>6x10</u> <u>60</u> <u>NV</u> Patio <u>Slab</u> <u>8x14</u> <u>112</u> | | | | | Dimensions _____ Area _____ 1 24x36 864 1 10x15 150 1 TOTAL 1014 x 864 | | | | | Building Data Date _____ Appraiser No. _____ Reviewer No. _____ | | | | | | | | | | | | | | | | | | | |

District

2 Addition Shoreline HtsSection 17 Twp. 26 Range 4 EWM. Block 2 Tract or Lot No. 17

Permit No.

Description

Date

RC-22 RCH RI-68-18-493 Address of Property 2122-N-147 Cont. Purch

4 Fee Owner

5 Architect

Contractor

6 Original Building Cost \$ Owner-Tenant Occupied Rental per Month \$ Estimated Rental per Month \$

7 Condition of Exterior 2 Interior 2 Foundation 2 Floor Plan Good X Accept Poor

| BUILDING | TILE | LINO | ATTIC | PORCHES | EXTERIOR WALLS |
|---|---|------|--|--|--|
| <input checked="" type="checkbox"/> One Family Dwelling | <input checked="" type="checkbox"/> Floor-Wall Bath | | <input checked="" type="checkbox"/> Stairway | <input checked="" type="checkbox"/> One Story | <input type="checkbox"/> Boards and Batten |
| <input type="checkbox"/> Two Family Dwelling | <input type="checkbox"/> Floor-Wall Lavatory | | <input type="checkbox"/> Opened Closed | <input type="checkbox"/> Two Story | <input type="checkbox"/> Shiplap |
| <input type="checkbox"/> No. of Stories | <input type="checkbox"/> Floor-Wall | | <input type="checkbox"/> Finished | <input type="checkbox"/> Unroofed | <input type="checkbox"/> Rustic |
| <input type="checkbox"/> No. of Rooms | <input type="checkbox"/> Floor-Wall | | <input type="checkbox"/> Unfinished | <input type="checkbox"/> Brick and or Concrete | <input type="checkbox"/> Cedar Siding |
| <input type="checkbox"/> Basement | <input type="checkbox"/> Floor-Wall Shower | | <input type="checkbox"/> Useful | <input type="checkbox"/> Cement Floor | <input type="checkbox"/> Shingles |
| <input checked="" type="checkbox"/> First Floor <u>EST. 10-70</u> | <input type="checkbox"/> Floor-Wall Kitchen | | <input type="checkbox"/> DORMERS | <input type="checkbox"/> Recessed | <input checked="" type="checkbox"/> Shakes |
| <input type="checkbox"/> Second Floor <u>FS</u> | <input type="checkbox"/> Kitchen Drain Board | | <input type="checkbox"/> No. Width | <input type="checkbox"/> Glased | <input type="checkbox"/> Stucco on Lath |
| <input type="checkbox"/> Third Floor | <input type="checkbox"/> None | | | <input type="checkbox"/> Enclosed | <input checked="" type="checkbox"/> Brick Veneer <u>16 lin ft only</u> |
| <input type="checkbox"/> Attic | <input type="checkbox"/> Unfinished | | | <input type="checkbox"/> No a.v. | <input type="checkbox"/> Kind |

INTERIOR WALLS

| | | |
|---|--|--|
| <input checked="" type="checkbox"/> Plaster | Date first occupied, Month <u>11-1-50</u> 19 | |
| <input checked="" type="checkbox"/> Plaster Board | Date Built, 19 <u>50</u> Unfinished <input type="checkbox"/> Moved, 19 | |
| <input type="checkbox"/> Celotex | Date Finished, 19 <u>50</u> Rebuilt, 19 | |
| <input type="checkbox"/> Plywood | Effective Age <u>970 20</u> Years Future Life <u>40</u> Years | |
| <input type="checkbox"/> Ceiled | Dep. for Cond. Dep. for O.B. Dep. for ES Total <u>970</u> | |

Open Studs

| | |
|---|--|
| <input checked="" type="checkbox"/> Painted | |
| <input type="checkbox"/> Kalsomine | |
| <input type="checkbox"/> Papered | |
| <input type="checkbox"/> Unfinished Walls | |

FLOORS

| | |
|--|--|
| <input checked="" type="checkbox"/> Hardwood | |
| <input type="checkbox"/> Fir | |
| <input type="checkbox"/> Concrete | |
| <input type="checkbox"/> Asphalt Tile | |
| <input type="checkbox"/> Shiplap | |

FIREPLACE—No.

| | |
|--|--|
| <input type="checkbox"/> Stems | |
| <input type="checkbox"/> Bsmt. 1st 2nd | |
| <input type="checkbox"/> Brick | |
| <input type="checkbox"/> Tile Face | |
| <input type="checkbox"/> Cobblestone | |
| <input type="checkbox"/> Unfinished | |

INTERIOR TRIM

| | |
|---|--|
| <input type="checkbox"/> Hardwood | |
| <input type="checkbox"/> Mahogany | |
| <input checked="" type="checkbox"/> Fir | |
| <input type="checkbox"/> Unfinished | |

PLUMBING

| | |
|---|--|
| <input checked="" type="checkbox"/> No. of Fixtures | |
| <input type="checkbox"/> Tub—Leg or Pem. | |
| <input type="checkbox"/> Toilets | |
| <input type="checkbox"/> Basin—Pedestal | |
| <input type="checkbox"/> Sink | |
| <input type="checkbox"/> Shower Stall | |
| <input type="checkbox"/> Hot Water Tank | |
| <input checked="" type="checkbox"/> Laundry Trays | |
| <input type="checkbox"/> None Auto Washer | |
| <input type="checkbox"/> Unfinished | |
| <input type="checkbox"/> Expensive | |
| <input checked="" type="checkbox"/> Good | |
| <input checked="" type="checkbox"/> Average | |
| <input type="checkbox"/> Cheap | |
| <input checked="" type="checkbox"/> D. S. Sewer Conn. | |

BASEMENT

| | |
|---|--|
| <input type="checkbox"/> Full | |
| <input type="checkbox"/> Part % | |
| <input type="checkbox"/> To first Floor Joist | |
| <input type="checkbox"/> Frame and Concrete | |
| <input type="checkbox"/> Cement Blocks | |
| <input type="checkbox"/> Unfinished Floor | |
| <input type="checkbox"/> Recreation Room | |
| <input type="checkbox"/> Living Rooms | |
| <input type="checkbox"/> Service Rooms | |
| <input type="checkbox"/> Garage | |
| <input type="checkbox"/> Drain | |
| <input type="checkbox"/> Unfinished | |

HEATING

| | |
|--|--|
| <input type="checkbox"/> Stove | |
| <input type="checkbox"/> Pipeless Furnace | |
| <input checked="" type="checkbox"/> Floor Furnace | |
| <input type="checkbox"/> Hot Air Furnace | |
| <input type="checkbox"/> Fan | |
| <input type="checkbox"/> Gas | |
| <input type="checkbox"/> Stoker | |
| <input checked="" type="checkbox"/> Pot Oil Burner | |
| <input type="checkbox"/> Pressure Oil Burner | |
| <input type="checkbox"/> Oil Burning Unit | |
| <input type="checkbox"/> Air Cond. Comp. | |
| <input type="checkbox"/> Radiant | |
| <input type="checkbox"/> Hot Water | |
| <input checked="" type="checkbox"/> Electric Panel | |

FOUNDATION

| | |
|--|--|
| <input checked="" type="checkbox"/> Concrete Thick | |
| <input type="checkbox"/> Cement Blocks | |
| <input type="checkbox"/> Stone or Brick | |
| <input type="checkbox"/> Wood Post Concrete Block | |

EXTRA FEATURES

| | |
|--|--|
| <input type="checkbox"/> Cathedral Ceiling | |
| <input type="checkbox"/> Insulated | |

ROOF

| | |
|---|--|
| <input type="checkbox"/> Shingle | |
| <input type="checkbox"/> Shake | |
| <input checked="" type="checkbox"/> Composition panel | |
| <input type="checkbox"/> Tile or Slate | |
| <input type="checkbox"/> Tar and Gravel | |
| <input type="checkbox"/> Tar Paper | |

FLOOR CONSTRUCTION

| | |
|------------------------------------|--|
| 1st Floor Joists <u>2 x 8 x 16</u> | |
| Bridged | |
| Post Size <u>6 x 6</u> | |
| Beam Size <u>6 x 8</u> | |

GROUND FLOOR AREA

| | |
|--------------------|--|
| <u>864</u> Sq. Ft. | |
|--------------------|--|

SCALE

| | |
|-----------------------------------|--|
| <input type="checkbox"/> 1" = 10' | |
|-----------------------------------|--|

| Other Buildings | Construction | Floor | Roof | Sty. | Dimensions | S. F. Area | Factor | Value | % Dep. | Deprec. | Net Value |
|-----------------|--------------|-------|------|------|------------|------------|--------|-------|--------|---------|-----------|
| Garage | Carpent | Conc | Shat | | 10 x 24 | 240 | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |
| | | | | | x | | | \$ | | \$ | \$ |



L&H CO. 25M 6-48

36
24
144
72

0135

[illegible]

APPENDIX E

CURRENT TAX RECORDS

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Ember and Jacob Bailey)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **JACOB BAILEY and EMBER BAILEY**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.32 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0125, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 **Purchase Price:** \$975,000
- 1.2 **Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 **Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 **Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 **Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 **Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 **Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 **Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 **Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 **Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: 986897
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 **Seller’s Agent:** Emily Wang, Windermere Real Estate Midtown
- 1.12 **Buyer’s Agent:** None.

EB

11/23/2019

JB

11/23/2019

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SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |
| 2122 N 147th Street | 777130-0135 | Brower, Michael and Michelle |
| 2132 N 147th Street | 777130-0125 | Bailey, Jacob and Ember |
| 2142 N 147th Street | 777130-0115 | Storey, Mark and Blanchard, Kathleen |
| 2150 N 147th Street | 777130-0110 | Thomas, Jeb Stewart and Kari Rene |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) November 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs

prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the "**Feasibility Period Extension**") by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 ("**Feasibility Extension Fee**"). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a "**Closing Date Extension**"), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a "**Closing Extension Fee**"). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer's Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller ("**Existing Loan**"), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively "**Existing Lender**"), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender ("**Recognition Letter**") within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable,

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diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Confidentiality.

2.9.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.9.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the

transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.10 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.11 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the

Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]



SELLER:

Authentisign
Jacob Bailey
JACOB BAILEY

Date: 11/23/2019

Authentisign
Ember Bailey
EMBER BAILEY

Date: 11/23/2019

SELLER NOTICE ADDRESS:

Jacob and Ember Bailey
2132 N 147th Street
Shoreline, WA 98133
E-Mail: _____

With a copy to:

Attention: _____
E-Mail: _____

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BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 11/24/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

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STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

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no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

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SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (**"Closing Conditions"**):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("Closing Documents"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("Deed"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("Bill of Sale").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

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Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

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and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

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11/23/2019

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11/23/2019

EXHIBIT A

PROPERTY DESCRIPTION

LOT A, CITY OF SHORELINE BOUNDARY LINE ADJUSTMENT NO. SHLA 2010-02,
RECORDED UNDER RECORDING NUMBER 20100623900002, RECORDS OF KING COUNTY,
WASHINGTON.

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EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Jacob Bailey and Ember Bailey, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: SHORELINE HEIGHTS ADD LOT A SHORELINE BLA #SHLA 2010-02 REC #20100623900002 SD BLA BEING W 1/2 OF 13 & ALL OF 14 15 & 16
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0125

Reference Numbers of Documents Assigned or Released: N/A

B-1

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STATUTORY WARRANTY DEED

JACOB BAILEY and EMBER BAILEY, husband and wife ("Grantor"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Grantee"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT A, CITY OF SHORELINE BOUNDARY LINE ADJUSTMENT NO. SHLA 2010-02,
RECORDED UNDER RECORDING NUMBER 20100623900002, RECORDS OF KING COUNTY,
WASHINGTON ("Property").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>

JACOB BAILEY

<Exhibit Do Not Sign>

EMBER BAILEY

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STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JACOB BAILEY and EMBER BAILEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

Handwritten signature

EXHIBIT A
(Permitted Exceptions)

Handwritten signature

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, JACOB BAILEY and EMBER BAILEY, husband and wife ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
JACOB BAILEY

<Exhibit Do Not Sign>
EMBER BAILEY

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

PL

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

PL

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Jacob Bailey and Ember Bailey, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT A, CITY OF SHORELINE BOUNDARY LINE ADJUSTMENT NO. SHLA 2010-02,
RECORDED UNDER RECORDING NUMBER 20100623900002, RECORDS OF KING
COUNTY, WASHINGTON

ASSESSOR'S TAX PARCEL NO: 777130-0125

THIS MEMORANDUM is made this ____ day of _____, 201____, by Jacob Bailey and Ember Bailey, husband and wife ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated _____, 201____, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

JACOB BAILEY

EMBER BAILEY

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JACOB BAILEY and EMBER BAILEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____



EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy



proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: JACOB BAILEY and EMBER BAILEY

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: SHORELINE HEIGHTS ADD LOT A SHORELINE BLA
#SHLA 2010-02 REC #20100623900002 SD BLA BEING W 1/2 OF 13 & ALL OF 14 15 & 16

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0125

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), is made effective the _____ day of _____, 20____, between JACOB BAILEY and EMBER BAILEY, husband and wife ("**Grantor**"), whose address is 2132 N 147th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

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5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

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13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[JACOB BAILEY]

<Exhibit Do Not Sign>

[EMBER BAILEY]



STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JACOB BAILEY and EMBER BAILEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT A, CITY OF SHORELINE BOUNDARY LINE ADJUSTMENT NO. SHLA 2010-02,
RECORDED UNDER RECORDING NUMBER 20100623900002, RECORDS OF KING
COUNTY, WASHINGTON.

PL

Form 17
Seller Disclosure Statement
Rev. 7/15
Page 1 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2015
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

SELLER: Jake Bailey Ember Bailey
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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

2132 N. 14th St, CITY Shoreline, STATE WA, ZIP 98133, 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.

- | | YES | NO | DONT
KNOW | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| 1. TITLE | | | | |
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

JB 3/1/19
SELLER'S INITIALS Date

EM 3/1/19
SELLER'S INITIALS Date

PL

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

©Copyright 2015
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

- | | YES | NO | DONT
KNOW | N/A | |
|---|--------------------------|-------------------------------------|-------------------------------------|--------------------------|----|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 52 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 53 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 54 |

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.

2. WATER**A. Household Water**

- | | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----|
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system | | | | | 55 |
| <input type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system | | | | | 56 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 57 |
| *(2) 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"/> | <input type="checkbox"/> | 58 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 59 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 60 |
| If no, please explain: | | | | | 61 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 62 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 63 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 64 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 65 |
| *(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"/> | <input type="checkbox"/> | 66 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 |

B. Irrigation Water

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 68 |
| *(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 type="checkbox"/> | <input checked="" type="checkbox"/> | 69 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 70 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 71 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If so, please identify the entity that supplies water to the property: | | | | | 73 |

C. Outdoor Sprinkler System

- | | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 75 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 76 |

3. SEWER/ON-SITE SEWAGE SYSTEM**A. The property is served by:**

- | | | | | | |
|---|--|--|--|--|----|
| <input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) | | | | | 77 |
| <input type="checkbox"/> Other disposal system | | | | | 78 |
| Please describe: | | | | | 79 |

JB 3/1/19
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| | YES | NO | DONT KNOW | N/A | 98 |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 99 |
| If no, please explain: | | | | | 100 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 101 |
| D. If the property is connected to an on-site sewage system: | | | | | 102 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 103 |
| (2) When was it last pumped? | | | | | 104 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 105 |
| (4) When was it last inspected? | | | | <input checked="" type="checkbox"/> | 106 |
| By whom: | | | | | 107 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 108 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 109 |
| If no, please explain: | | | | | 110 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 111 |
| G. 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"/> | <input type="checkbox"/> | 112 |
| If no, please explain: | | | | | 113 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 114 |

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

4. STRUCTURAL

| | | | | | |
|---|---|--|-------------------------------------|-------------------------------------|-----|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 121 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 122 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 123 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 124 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 125 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| If yes, year of original construction: <u>1948</u> | | | | | 127 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 128 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 130 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 131 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 132 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 133 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 134 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 135 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 136 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 137 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other | | | 138 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 139 |
| If yes, when and by whom was the inspection completed? | | | | | 140 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 141 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 142 |
| J. Is the basement insulated? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |

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Date

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5. SYSTEMS AND FIXTURES

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

If yes, please explain:

| | YES | NO | DONT KNOW | N/A | 148 |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 149 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 150 |
| Hot water tank | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Garbage disposal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Appliances | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Sump pump | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Heating and cooling systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |

*B. If any of the following fixtures or property is included with the transfer, are they leased?

(If yes, please attach copy of lease.)

| | YES | NO | DONT KNOW | N/A | 161 |
|------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| Security System: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| Tanks (type): | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |
| Satellite dish: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 164 |
| Other: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |

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

| | | | | | |
|-----------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |
| (3) Pellet stove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |
| (4) Fireplace? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 169 |

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? ☒ YES ☐ NO ☐ DONT KNOW ☐ N/A 170

D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 171

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 172

F. Is the property equipped with smoke alarms? ☒ YES ☐ NO ☐ DONT KNOW ☐ N/A 173

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 174
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: 175

B. Are there regular periodic assessments? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 176
\$ _____ per ☐ month ☐ year 177

☐ Other: 178

*C. Are there any pending special assessments? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 179

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 180

7. ENVIRONMENTAL

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 181

*B. Does any part of the property contain fill dirt, waste, or other fill material? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 182

*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 183

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 184

*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 185

*F. Has the property been used for commercial or industrial purposes? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 186

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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

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2. 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.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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Buyer _____ Date _____

Buyer _____ Date _____

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer _____ Date _____

Buyer _____ Date _____

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer _____ Date _____

Buyer _____ Date _____

SELLER'S INITIALS

Date

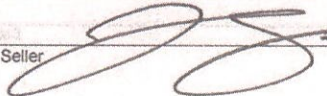
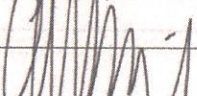
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| | YES | NO | DON'T KNOW | N/A | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 202 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 203 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 204 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 205 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 206 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 207 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 208 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 209 |
| <input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 210 |
| B. Records and reports available to the Seller (check one below): | | | | | 211 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 212 |
| <input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 213 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 214 |
| If the property includes a manufactured or mobile home, | | | | | 215 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 216 |
| If yes, please describe the alterations: | | | | | 217 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 218 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 219 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 220 |
| A. Other conditions or defects: | | | | | 221 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 222 |
| B. Verification | | | | | 223 |
| 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. | | | | | 224 |
| Seller  Date 3/1/19 | | | | | 225 |
| Seller  Date 3/1/19 | | | | | 226 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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Buyer

Date

Buyer

Date

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Buyer

Date

Buyer

Date

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Buyer

Date

Buyer

Date

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

PURCHASE AND SALE AGREEMENT

(Shoreline Assemblage – Mark Storey and Kathleen M. Blanchard)

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), effective as of the last date on which a party executes this Agreement ("Effective Date"), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns ("Buyer"), and **MARK STOREY and KATHLEEN M. BLANCHARD**, husband and wife ("Seller"), with respect to that certain real property containing approximately 0.3353 acres located in the City of Shoreline ("City"), County of King ("County"), State of Washington, Tax Parcel Number 777130-0115, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto ("Property").

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 **Purchase Price:** \$ \$1,300,000
- 1.2 **Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 **Buyer's Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 **Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 **Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer's delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a "Closing Notice" 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer's notice ("Buyer's Early Closing Notice"), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer's Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 **Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 **Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 **Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 **Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 **Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 **Seller's Agent:** Joon Gehrke Windermere Real Estate Wall St., Inc.
- 1.12 **Buyer's Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |
| 2122 N 147th Street | 777130-0135 | Brower, Michael and Michelle |
| 2132 N 147th Street | 777130-0125 | Bailey, Jacob and Ember |
| 2142 N 147th Street | 777130-0115 | Storey, Mark and Blanchard, Kathleen |
| 2150 N 147th Street | 777130-0110 | Thomas, Jeb Stewart and Kari Rene |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) November 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs

prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the "**Feasibility Period Extension**") by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 ("**Feasibility Extension Fee**"). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a "**Closing Date Extension**"), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a "**Closing Extension Fee**"). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer's Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller ("**Existing Loan**"), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively "**Existing Lender**"), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender ("**Recognition Letter**") within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable,

diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing ("New Financing") secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively "New Lender"), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller's Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a "Seller's Loan"), any breach or default by Seller with respect to a Seller's Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer's election, shall have the option (but not obligation) to cure the default under the applicable Seller's Loan or pay off the applicable Seller's Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Confidentiality.

2.9.1 Definition of Confidential Information. As used herein, "Confidential Information" shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.9.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the

transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "Permitted Recipients"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.10 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.11 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "Deposit Release Conditions" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "Released Deposit Deed of Trust") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "Released Deposit Title Policy"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the

Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the "**Business Terms**" set forth in Section 1 above, (ii) the "**Special Terms**" set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the "**Standard Terms**" set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

Mark Storey

MARK STOREY

Date: 11/18/19

Kathleen M. Blanchard

KATHLEEN M. BLANCHARD

Date: 11/18/19

SELLER NOTICE ADDRESS:

Mark Storey and Kathleen Blanchard

2142 N 147th Street

Shoreline, WA 98133

E-Mail: Storey98@aol.com

blanchard98@aol.com

With a copy to:

Joan Gehrke

3214 W McGraw #102

Seattle WA 98199

Attention:

E-Mail: joananddoug@windermere.com

206 - 282-4400

cell 206 - 387-1496

PL

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 11/24/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

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STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 **Generally.** The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 **SEPA Determination.** As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 **Preliminary Plat Approval.** [Omitted].


4.4 **Engineering Approval.** [Omitted].

4.5 **Lot Line Adjustment.** As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 **Site Development Permits.** As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 **Building Permits.** As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 **Buyer Efforts.** If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 **Seller’s Cooperation.** Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 10 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. 

Seller shall have no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("Feasibility Contingency"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("Feasibility Approval Notice") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. INTENTIONALLY DELETED

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property between the hours of 8am-4pm Monday – Friday, except holidays upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be "**Permitted Exceptions.**" Whether or not Buyer objects to them in Buyer's Title

Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("Closing Conditions"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.



10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. No later than 10 business days prior to Closing Date, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("Closing Documents"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("Deed"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("Bill of Sale").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the

Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

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SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("Memorandum of Agreement"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or

communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time, on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

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16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

PL

EXHIBIT A
PROPERTY DESCRIPTION

THE WEST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 2, SHORELINE HEIGHTS ADDITION
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING
COUNTY, WASHINGTON.

TOGETHER WITH THE EAST 17.00 FEET OF LOT 15 IN SAID BLOCK 2 THEREOF. CONTAINING IN ALL
14,608.9 SQUARE FEET.

PL

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Mark Storey and Kathleen M. Blanchard, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Shoreline Heights, Lot 14 & W1/2 of Lot 13, East 17 Ft of lot 15, Blk 2.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0115

Reference Numbers of Documents Assigned or Released: _____ N/A _____

STATUTORY WARRANTY DEED

MARK STOREY and KATHLEEN M. BLANCHARD, husband and wife ("**Grantor**"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Grantee**"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 14 AND THE WEST HALF OF LOT 13, WITH EAST 17.00 FEET OF LOT 15, BLOCK 2, SHORELINE HEIGHTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON ("**Property**").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
MARK STOREY

<Exhibit Do Not Sign>
KATHLEEN M. BLANCHARD

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MARK STOREY and KATHLEEN M. BLANCHARD are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT A
(Permitted Exceptions)

PL

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, MARK STOREY and KATHLEEN M. BLANCHARD, husband and wife ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
MARK STOREY

<Exhibit Do Not Sign>
KATHLEEN M. BLANCHARD

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

PL

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Mark Storey and Kathleen M. Blanchard, husband and wife
GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 14 AND THE WEST HALF OF LOT 13, WITH EAST 17.00 FEET OF LOT 15, BLOCK 2,
SHORELINE HEIGHTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF
PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0115

THIS MEMORANDUM is made this 21st day of November, 2019, by Mark Storey and Kathleen M. Blanchard, husband and wife ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("Buyer") dated 11-18, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

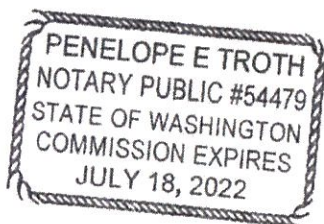

MARK STOREY


KATHLEEN M. BLANCHARD

STATE OF WASHINGTON)
)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that MARK STOREY and KATHLEEN M. BLANCHARD are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 21st day of November, 2019



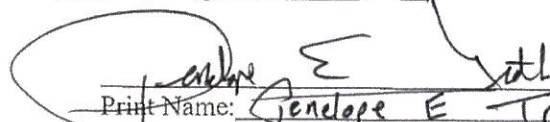

Print Name: Penelope E Troth
NOTARY PUBLIC for the State of Washington
My Commission Expires: 07/18/2022



EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

PL

proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: MARK STOREY and KATHLEEN M. BLANCHARD

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: Shoreline Heights, Lot 14 & W1/2 of Lot 13, with E 17.00 Ft of lot 15 Blk 2.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0115

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between MARK STOREY and KATHLEEN M. BLANCHARD, husband and wife ("**Grantor**"), whose address is 2142 N. 147TH Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.



W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.



As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$_____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[MARK STOREY]

<Exhibit Do Not Sign>

[KATHLEEN M. BLANCHARD]



STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MARK STOREY and KATHLEEN M. BLANCHARD are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

pl

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 14 AND THE WEST HALF OF LOT 13, WITH THE EAST 17.00 FEET OF LOT 15, BLOCK 2, SHORELINE HEIGHTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

©Copyright 2019
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

SELLER: Mark Storey
Seller

Kathleen M Blanchard
Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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
2142 N 147th St., CITY Shoreline

STATE WA, ZIP 98133, COUNTY King ("THE PROPERTY") OR AS
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

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

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

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

SELLER ☒ IS / ☐ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

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

1. TITLE

- | | YES | NO | DON'T KNOW | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

KMB 11-18-19
SELLER'S INITIALS Date

MA 11-18-19
SELLER'S INITIALS Date

PL

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

(Continued)

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

| | YES | NO | DON'T KNOW | N/A | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------------------|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 52 53 54 55 |
| *J. Is there a boundary survey for the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 56 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 57 |
| 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. | | | | | 58 59 60 61 |
| 2. WATER | | | | | 62 |
| A. Household Water | | | | | 63 |
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system | | | | | 64 |
| <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system | | | | | 65 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 66 |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 68 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 70 |
| If no, please explain: | | | | | 71 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 73 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 75 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/> | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 77 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 78 |
| B. Irrigation Water | | | | | 79 |
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 80 81 |
| *(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 type="checkbox"/> | <input checked="" type="checkbox"/> | 82 83 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 84 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 85 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 86 |
| If so, please identify the entity that supplies water to the property: | | | | | 87 88 |
| C. Outdoor Sprinkler System | | | | | 89 |
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 90 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 91 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 92 |
| 3. SEWER/ON-SITE SEWAGE SYSTEM | | | | | 93 |
| A. The property is served by: | | | | | 94 |
| <input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) | | | | | 95 |
| <input type="checkbox"/> Other disposal system | | | | | 96 |
| Please describe: | | | | | 97 |

KMB 11/18/19 MA 11/18/19
SELLER'S INITIALS Date SELLER'S INITIALS Date

PL

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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ALL RIGHTS RESERVED

| | YES | NO | DON'T KNOW | N/A | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----------------|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 99 100 |
| If no, please explain: | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 102 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 105 106 |
| (2) When was it last pumped? | | | | | 107 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 108 |
| (4) When was it last inspected? | | | | <input checked="" type="checkbox"/> | 109 |
| By whom: | | | | | 110 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 111 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 112 113 |
| If no, please explain: | | | | | 114 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 116 117 |
| If no, please explain: | | | | | 118 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 119 120 |

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

4. STRUCTURAL

| | | | | | |
|---|---|--|-------------------------------------|-------------------------------------|-----|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 128 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: <u>1947</u> | | | | | 131 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input checked="" type="checkbox"/> Decks <u>old deck</u> | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| If yes, when and by whom was the inspection completed? | | | | | 144 |
| | | | | | 145 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 147 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 148 |

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5. SYSTEMS AND FIXTURES

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

If yes, please explain: _____

| | YES | NO | DON'T KNOW | N/A | 149 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 150 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Hot water tank | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Garbage disposal | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Appliances | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 155 |
| Heating and cooling systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |
| Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 158 |

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

| | YES | NO | DON'T KNOW | N/A | 159 |
|-------------------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| Security System: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 160 |
| Tanks (type): <u>oil tank</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 161 |
| Satellite dish: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| Other: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |

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

| | YES | NO | DON'T KNOW | N/A | 164 |
|-----------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |
| (2) Fireplace insert? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166 |
| (3) Pellet stove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |
| (4) Fireplace? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |

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

| | YES | NO | DON'T KNOW | N/A | 173 |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 174 |
| E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 175 |
| F. Is the property equipped with smoke detection devices? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 176 |
| (Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.) | | | | | 177 |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

| | YES | NO | DON'T KNOW | N/A | 178 |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| A. Is there a Homeowners' Association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 179 |
| 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: | | | | | 180 |
| B. Are there regular periodic assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 181 |
| \$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year | | | | | 182 |
| <input type="checkbox"/> Other: | | | | | 183 |
| *C. Are there any pending special assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 184 |
| *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"/> | <input type="checkbox"/> | 185 |

7. ENVIRONMENTAL

| | YES | NO | DON'T KNOW | N/A | 186 |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 187 |
| *B. Does any part of the property contain fill dirt, waste, or other fill material? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 188 |
| *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 189 |
| D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 190 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 191 |
| *F. Has the property been used for commercial or industrial purposes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 192 |

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| | YES | NO | DON'T KNOW | N/A | |
|---|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 205 |
| | | | | | 206 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 207 |
| | | | | | 208 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 209 |
| | | | | | 210 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 211 |
| | | | | | 212 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 212 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 213 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 214 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 215 |
| | | | | | 216 |
| <input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 217 |
| B. Records and reports available to the Seller (check one below): | | | | | 218 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 219 |
| | | | | | 220 |
| | | | | | 221 |
| <input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 222 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 223 |
| If the property includes a manufactured or mobile home, | | | | | 224 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 225 |
| If yes, please describe the alterations: | | | | | 226 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 227 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 228 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 229 |
| A. Other conditions or defects: | | | | | 230 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 231 |
| | | | | | 232 |
| B. Verification | | | | | 233 |
| 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. | | | | | 234 |
| | | | | | 235 |
| | | | | | 236 |
| | | | | | 237 |
| <u>SM Blum</u> 11/18/19 <u>mar Stoy</u> 11/18/19 | | | | | 238 |
| Seller Date Seller Date | | | | | 239 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line
number(s) of the question(s).

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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

KMB 11/18/19
SELLER'S INITIALS Date

MA 11/18/19
SELLER'S INITIALS Date

[Signature]

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Michael and Michelle Brower)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **MICHAEL B. BROWER and MICHELLE J. BROWER**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0135, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 **Purchase Price:** \$950,000
- 1.2 **Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 **Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 **Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 **Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 **Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 **Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 **Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 **Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 **Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: 986896
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 **Seller’s Agent:** _____
- 1.12 **Buyer’s Agent:** None.



SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|---------------------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |
| 2122 N 147 th Street | 777130-0135 | Brower, Michael and Michelle |
| 2132 N 147 th Street | 777130-0125 | Ember, Jacob and Bailey |
| 2142 N 147 th Street | 777130-0115 | Storey, Mark and Blanchard, Kathleen |
| 2150 N 147 th Street | 777130-0110 | Thomas, Jeb Stewart and Kari Rene |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) November 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs

prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable,

diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Confidentiality.

2.9.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.9.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the

transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.10 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.11 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the

Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

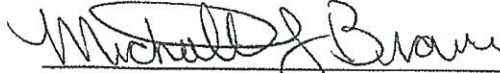
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SELLER:



MICHAEL B. BROWER

Date: 11-20-19



MICHELLE J. BROWER

Date: 11-20-19

SELLER NOTICE ADDRESS:

Michael and Michelle Brower

2122 N. 147th Street

Shoreline, WA 98133

E-Mail: mike-brower@comcast.net

With a copy to:

Michelle Brower

Attention:

E-Mail: mbrower448@comcast.net

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 11/24/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

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STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have


no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.



SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property between the hours of 8:00am – 4:00pm Monday – Friday, except holidays upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial

Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be "**Permitted Exceptions**." Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("**Closing Conditions**"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

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10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and

recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. No Later than 10 business days prior to Closing Date, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("Closing Documents"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("Deed"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("Bill of Sale").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee (at the same rate that Pulte obtains) and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the

terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE pl

PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS



16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time, on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement

shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

PL

EXHIBIT A

PROPERTY DESCRIPTION

LOT 17, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN
VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY.

PL

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Michael B. Brower and Michelle J. Brower, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 17, Blk 2, Shoreline Heights, Vol. 44, P. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0135

Reference Numbers of Documents Assigned or Released: _____ N/A _____

PL

STATUTORY WARRANTY DEED

MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife ("**Grantor**"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Grantee**"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 17, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY ("**Property**").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
MICHAEL B. BROWER

<Exhibit Do Not Sign>
MICHELLE J. BROWER

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MICHAEL B. BROWER and MICHELLE J. BROWER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT A
(Permitted Exceptions)

PL

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
MICHAEL B. BROWER

<Exhibit Do Not Sign>
MICHELLE J. BROWER

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____<Exhibit Do Not Sign>
Name: _____
Title: _____

PL

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]



AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Michael B. Brower and Michelle J. Brower, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 17, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN
VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY

ASSESSOR'S TAX PARCEL NO: 777130-0135

THIS MEMORANDUM is made this ____ day of _____, 201____, by MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated _____, 201____, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

MICHAEL B. BROWER

MICHELLE J. BROWER

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MICHAEL B. BROWER and MICHELLE J. BROWER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

PL

proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

PL

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife
Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: Lot 17, Blk 2, Shoreline Heights, Vol. 44, P. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0135

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), is made effective the _____ day of _____, 20____, between MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife ("**Grantor**"), whose address is 2122 N. 147th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

F-1



SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that



certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.



6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

12

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>
[MICHAEL B. BROWER]

<Exhibit Do Not Sign>
[MICHELLE J. BROWER]

pl

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MICHAEL B. BROWER and MICHELLE J. BROWER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 17, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN
VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY.

RL

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Irene Carter)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”), effective as of the last date on which a party executes this Agreement (“Effective Date”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“Buyer”), and **IRENE CARTER**, an individual (“Seller”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“City”), County of King (“County”), State of Washington, Tax Parcel Number 777130-0150, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“Property”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“Buyer’s Early Closing Notice”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:**

First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the "**Feasibility Period Extension**") by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 ("**Feasibility Extension Fee**"). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a "**Closing Date Extension**"), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a "**Closing Extension Fee**"). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer's Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller ("**Existing Loan**"), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively "**Existing Lender**"), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender ("**Recognition Letter**") within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing ("**New Financing**") secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively "**New Lender**"), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller's Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a "**Seller's Loan**"), any breach or default by Seller with respect to a Seller's Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer's election, shall have the option (but not obligation) to cure the default under the applicable Seller's Loan or pay off the applicable Seller's Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder's Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 ("**Finder's Fee**") to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder's Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, "**Confidential Information**" shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

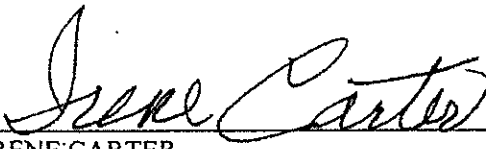
3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:



IRENE CARTER

Date: 9/3/2019

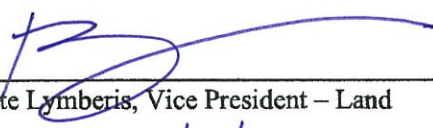
SELLER NOTICE ADDRESS:

Irene Carter
14704 Meridian Ave N.
Shoreline, WA 98133
E-Mail: amber.barstad@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 
Pete Lymberis, Vice President – Land

Date: 9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("**Closing Conditions**"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 20, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4 AND ALTERATION OF THE PLAT OF SHORELINE HEIGHTS RECORDED JUNE 20, 2019 UNDER RECORDING NO. 20190620000657, IN KING COUNTY, WASHINGTON.

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Irene Carter, an individual
Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 20, Blk 2, Shoreline Heights, Vol. 44, Pg. 4 and Alteration Rec. 20190620000657
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0150

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

IRENE CARTER, an individual ("Grantor"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Grantee"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 20, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4 AND ALTERATION OF THE PLAT OF SHORELINE HEIGHTS RECORDED JUNE 20, 2019 UNDER RECORDING NO. 20190620000657, IN KING COUNTY, WASHINGTON. ("Property").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>

IRENE CARTER

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that IRENE CARTER is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

B-4

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, IRENE CARTER, an individual ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
IRENE CARTER

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

D-1

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: IRENE CARTER, an individual

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:


The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 20, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 44 OF PLATS, PAGE 4 AND ALTERATION OF THE PLAT OF
SHORELINE HEIGHTS RECORDED JUNE 20, 2019 UNDER RECORDING NO.
20190620000657, IN KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0150

THIS MEMORANDUM is made this 3 day of September, 2019, By IRENE
CARTER, an individual ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc.,
a Michigan corporation ("**Buyer**") dated September 16, 2019, with regard to the real
estate described above. The purpose of this Memorandum is to give notice of the Purchase and
Sale Agreement, and it in no way modifies or amends the above-described agreement.


IRENE CARTER

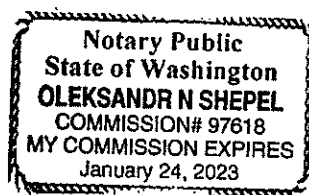
STATE OF WASHINGTON)

COUNTY OF Ingham)

ss.

I certify that I know or have satisfactory evidence that IRENE CARTER is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 3 day of September, 2019.



Print Name: Oleksandr N. Shepel
NOTARY PUBLIC for the State of Washington
My Commission Expires: 01-24-2023

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$ _____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: IRENE CARTER

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: Lot 20, Blk 2, Shoreline Heights, Vol. 44, Pg. 4 and Alteration
Rec. 20190620000657.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0150

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), is made effective the ____ day of _____, 20__, between IRNE CARTER, an individual ("**Grantor**"), whose address is 14704 Meridian Ave N., Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

F-1

C:\Users\Sarah\AppData\Local\Packages\Microsoft.Office.Desktop_8wekyb3d8bbwe\AC\InetCache\Content.Outlook\06C0G28\Shoreline Assemblage - Carter PSA01 (RLW 081419).Docx

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that

certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "Purchase Agreement") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("Secured Obligations").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>
[IRENE CARTER]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that IRENE CARTER is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 20, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 44 OF PLATS, PAGE 4 AND ALTERATION OF THE PLAT OF
SHORELINE HEIGHTS RECORDED JUNE 20, 2019 UNDER RECORDING NO.
20190620000657, IN KING COUNTY, WASHINGTON.

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Grace Chu)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **GRACE TSUI YUN CHOW CHU**, an individual (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0145, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the "**Feasibility Period Extension**") by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 ("**Feasibility Extension Fee**"). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a "**Closing Date Extension**"), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a "**Closing Extension Fee**"). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer's Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller ("**Existing Loan**"), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively "**Existing Lender**"), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender ("**Recognition Letter**") within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing ("**New Financing**") secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively "**New Lender**"), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller's Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a "**Seller's Loan**"), any breach or default by Seller with respect to a Seller's Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer's election, shall have the option (but not obligation) to cure the default under the applicable Seller's Loan or pay off the applicable Seller's Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder's Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 ("**Finder's Fee**") to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder's Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, "**Confidential Information**" shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:



GRACE TSUI YUN CHOW CHU

Date: 9-04-19

SELLER NOTICE ADDRESS:

Grace Tsui Yun Chow Chu
14710 Meridian Ave N.
Shoreline, WA 98133
E-Mail: N/A

With a copy to:

North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109


Attention: Sarah Spring Everett

E-Mail: sarahspring@northpacificproperties.com;
AND nppcontracts@gmail.com

Seller Signature Page

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 
Pete Lymberis, Vice President – Land

Date: 9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("**Closing Conditions**"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 19, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

FC 9-04-19

A-1

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Grace Tsui Yun Chow Chu, an individual
Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 19, Blk 2, Shoreline Heights, Vol. 44, Pg. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0145

Reference Numbers of Documents Assigned or Released: N/A

B-1

STATUTORY WARRANTY DEED

GRACE TSUI YUN CHOW CHU, an individual ("Grantor"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Grantee"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 19, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON ("Property").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>

GRACE TSUI YUN CHOW CHU

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that GRACE TSUI YUN CHOW CHU is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

B-4

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, GRACE TSUI YUN CHOW CHU, an individual ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
GRACE TSUI YUN CHOW CHU

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

D-1

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AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Grace Tsui Yun Chow Chu, an individual

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 19, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY,
WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0145

THIS MEMORANDUM is made this 4th day of September, 2019, by GRACE
TSUI YUN CHOW CHU, an individual ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated September 14, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.



GRACE TSUI YUN CHOW CHU

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

I certify that I know or have satisfactory evidence that GRACE TSUI YUN CHOW CHU is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4 day of September, 2019.



Brittany Starks
Print Name: Brittany Starks
NOTARY PUBLIC for the State of Washington
My Commission Expires: 7/9/21

EXHIBIT E
RECOGNITION LETTER

_____, 2019

Homelink Mortgage, Inc.
365 118th Ave SE, Suite 200
Bellevue, WA 98008

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No: 4343223
Lender: Homelink Mortgage, Inc.
Borrower: Grace Tsui Yun Chow Chu
Principal Amount of Loan: \$232,000.00
Deed of Trust Recording No: 20100412000703
Collateral Property Address: 14710 Meridian Ave N., Shoreline, WA 98133
Date of Loan: April 6, 2010

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period

of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

<Exhibit Do Not Sign>

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: GRACE TSUI YUN CHOW CHU
Grantee: PULTE HOMES OF WASHINGTON, INC.
Legal Description:

Abbreviated Legal Description: Lot 19, Blk 2, Shoreline Heights, Vol. 44, Pg. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0145

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), is made effective the _____ day of _____, 20____, between GRACE TSUI YUN CHOW CHU, an individual ("Grantor"), whose address is 14710 Meridian Ave N, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Beneficiary"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "Purchase Agreement") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("Secured Obligations").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>
[GRACE TSUI YUN CHOW CHU]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that GRACE TSUI YUN CHOW CHU is the person who appeared before me, and said person acknowledged that said person signed this

instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 19, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY,
WASHINGTON.

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Mark and Amy Delaney)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **MARK L. DELANEY and AMY J. DELANEY**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0070, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:**

First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder’s Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 (“**Finder’s Fee**”) to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder’s Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, “**Permitted Recipients**”); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED “ENVIRONMENTAL”. Seller shall provide to Buyer the “Environmental” section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer’s Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The “**Deposit Release Conditions**” means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller’s obligation to return the released Earnest Money Deposit under certain circumstances (the “**Released Deposit Deed of Trust**”) along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the “**Released Deposit Title Policy**”), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer’s default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

Authentisign
Mark L. Delaney
8/2/2019 10:57:00 AM PDT
MARK L. DELANEY
Date: 09/02/2019

Authentisign
Amy Delaney
8/2/2019 11:01:11 AM PDT
AMY J. DELANEY
Date: 09/02/2019

SELLER NOTICE ADDRESS:

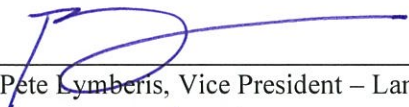
Mark and Amy Delaney
2123 N 148th Street
Shoreline, WA 98133
E-Mail: markldelaney@icloud.com; AND
ajdonline@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____


Pete Lymberis, Vice President – Land

Date: _____

9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("**Closing Conditions**"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 4, BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON.

[*AD*]

[*MLP*]

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Mark L. Delaney and Amy J. Delaney, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 4, Blk 2, Shoreline Heights, A Replat of Tracts 6 and 7, Blk 4, Green Lake Five Acre Tracts, Vol. 44, P. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0070

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

MARK L. DELANEY and AMY J. DELANEY, husband and wife ("**Grantor**"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Grantee**"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 4, BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON ("**Property**").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
MARK L. DELANEY

<Exhibit Do Not Sign>
AMY J. DELANEY

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MARK L. DELANEY and AMY J. DELANEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, MARK L. DELANEY and AMY J. DELANEY, husband and wife (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
MARK L. DELANEY

<Exhibit Do Not Sign>
AMY J. DELANEY

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Mark L. Delaney and Amy J. Delaney, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

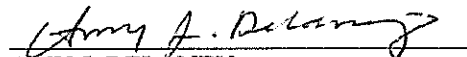
LOT 4, BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0070

THIS MEMORANDUM is made this 4th day of September, 2019, by MARK L. DELANEY and AMY J. DELANEY, husband and wife ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("Buyer") dated September 16, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.


MARK L. DELANEY


AMY J. DELANEY

STATE OF WASHINGTON)

COUNTY OF _____)

ss.

I certify that I know or have satisfactory evidence that MARK L. DELANEY and AMY J. DELANEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4 day of September, 2019.



Brittany Starks
Print Name: Brittany Starks
NOTARY PUBLIC for the State of Washington
My Commission Expires: 7/9/21

EXHIBIT E
RECOGNITION LETTER

_____, 2019

Wells Fargo Bank, N.A.
101 North Phillips Avenue
Sioux Falls, SD 57104

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No: 0332760354
Lender: Wells Fargo Bank, N.A.
Borrower: Mark L. Delaney and Amy J. Delaney
Principal Amount of Loan: \$125,000.00
Deed of Trust Recording No: 20111228001238
Collateral Property Address: 2123 N. 148th St., Shoreline, WA 98133
Date of Loan: December 14, 2011

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period

of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: MARK L. DELANEY and AMY J. DELANEY
Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description Lot 4, Blk 2, Shoreline Heights, A Replat of Tracts 6 and 7, Blk 4, Green Lake Five Acre Tracts, Vol. 44, P. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0070

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between MARK L. DELANEY and AMY J. DELANEY, husband and wife ("**Grantor**"), whose address is 2123 N 148th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, **“Real Property”**).

TOGETHER WITH all of Grantor’s right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor’s possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the **“Collateral”**.

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington (**“UCC”**) on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[MARK L. DELANEY]

<Exhibit Do Not Sign>

[AMY J. DELANEY]

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MARK L. DELANEY and AMY J. DELANEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 4, BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4,
GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 44 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON

PURCHASE AND SALE AGREEMENT

(Shoreline Assemblage – Diversified Strategies Investment Fund, LP)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **DIVERSIFIED STRATEGIES INVESTMENT FUND, LP**, a Colorado limited partnership (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0065, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:**
 - First American Title Insurance Company
 - 818 Stewart Street, Suite 800,
 - Seattle, Washington 98101
 - Attn: Vivian Provence
 - Escrow No: _____
 - Tel: 425-201-4550
 - E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder’s Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 (“**Finder’s Fee**”) to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder’s Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.


3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP,
a Colorado limited partnership

By:  *Duane Cronin*
Name: 9/5/2019 1:34:33 PM PDT Duane Cronin
Title: Managing Member
Date: 09/05/2019

SELLER NOTICE ADDRESS:

Diversified Strategies Investment Fund, LP
923 Monroe St.
Newport, KY 41071
Attention: Duane Cronin
E-Mail: duanetrader@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____

Pete Lymberis, Vice President – Land

Date: _____

9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be “**Permitted Exceptions.**” Whether or not Buyer objects to them in Buyer’s Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer’s Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer’s sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller’s election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer’s failure to act within 5 business days of receipt of Seller’s election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer’s consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer’s receipt of Seller’s written request for Buyer’s consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer’s receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company’s first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer’s efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (“**Closing Conditions**”):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller’s Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 3 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY AUDITOR, WASHINGTON.

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EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Diversified Strategies Investment Fund, LP, a Colorado limited partnership

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 3, Blk 2, Shoreline Heights, A Replat of Tracts 6 and 7, Block 4, Green Lake Five Acre Tracts, Vol. 44 Pg. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0065

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership (“**Grantor**”), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Grantee**”), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 3 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY AUDITOR, WASHINGTON (“**Property**”).

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP
a Colorado limited partnership

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Print Name: _____
 NOTARY PUBLIC for the State of Washington
 My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP,
a Colorado limited partnership

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Diversified Strategies Investment Fund, LP, a Colorado limited partnership

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 3 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY AUDITOR, WASHINGTON.


ASSESSOR'S TAX PARCEL NO: 777130-0065

THIS MEMORANDUM is made this 5th day of September, 2019, by Diversified Strategies Investment Fund, LP, a Colorado limited partnership ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated September 16, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP
a Colorado limited partnership



By: 
Name: Duane Cronin
Title: PRESIDENT

Kentucky
STATE OF ~~WASHINGTON~~)
) ss.
COUNTY OF Kenton)

I certify that I know or have satisfactory evidence that Duane Cronin is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 5 day of September, 2019



Courtney Eversole
Print Name: Courtney Eversole
NOTARY PUBLIC for the State of Washington Kentucky
My Commission Expires: April 3, 2021

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: DIVERSIFIED STRATEGIES INVESTMENT FUND, LP
Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: LOT 3, BLK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, VOL. 44 PG. 4

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0065

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership ("**Grantor**"), whose address is _____; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, **“Real Property”**).

TOGETHER WITH all of Grantor’s right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor’s possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the **“Collateral”**.

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington (**“UCC”**) on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP,
a Colorado limited partnership

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 3 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY AUDITOR, WASHINGTON.

PURCHASE AND SALE AGREEMENT
(*Shoreline Assemblage – John and Jennifer Forman*)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **JOHN P. FORMAN and JENNIFER M. FORMAN**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0055, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder’s Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 (“**Finder’s Fee**”) to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder’s Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, “**Permitted Recipients**”); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED “ENVIRONMENTAL”. Seller shall provide to Buyer the “Environmental” section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer’s Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The “**Deposit Release Conditions**” means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller’s obligation to return the released Earnest Money Deposit under certain circumstances (the “**Released Deposit Deed of Trust**”) along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the “**Released Deposit Title Policy**”), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer’s default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

AuthentiSIGN
John P Forman
9/1/2019 8:07:56 PM PDT
JOHN P. FORMAN

Date: 09/01/2019

AuthentiSIGN
Jennifer Forman
9/2/2019 10:26:07 AM PDT
JENNIFER M. FORMAN

Date: 09/02/2019

SELLER NOTICE ADDRESS:

John and Jennifer Forman
2105 N 148th Street
Shoreline, WA 98133
E-Mail: John_Forman@comcast.net; AND
jennforman@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (**"Closing Conditions"**):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 1 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

[JF]

[JF]

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: John P. Forman and Jennifer M. Forman, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 1, Blk 2, Shoreline Heights, a Replat of Tracts 6-7, Blk 4, Green Lake Five Acre Tracts, Vol. 44, Pg. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0055

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife ("**Grantor**"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Grantee**"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 1 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON. ("**Property**").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
JOHN P. FORMAN

<Exhibit Do Not Sign>
JENNIFER M. FORMAN

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JOHN P. FORMAN and JENNIFER M. FORMAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all:

- (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
JOHN P. FORMAN

<Exhibit Do Not Sign>
JENNIFER M. FORMAN

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 1 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0055

THIS MEMORANDUM is made this 4th day of September, 2019, by JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated September 16, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.



JOHN P. FORMAN



JENNIFER M. FORMAN

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that JOHN P. FORMAN and JENNIFER M. FORMAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4 day of September, 2019.



Brittany Starks
Print Name: Brittany Starks
NOTARY PUBLIC for the State of Washington
My Commission Expires: 7/9/21

EXHIBIT E
RECOGNITION LETTER

_____, 2019

Washington Federal Savings
425 Pike Street
Seattle, WA 98101

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No: 050200215135-5
Lender: Washington Federal Savings
Borrower: John P. Forman and Jennifer M. Forman
Principal Amount of Loan: \$123,000.00
Deed of Trust Recording No: 9812290668
Collateral Property Address: 2105 N 148th Street, Shoreline, WA 98133
Date of Loan: December 21, 1998

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period

of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: JOHN P. FORMAN and JENNIFER M. FORMAN

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: LOT 1, BLK 2, SHORELINE HEIGHTS, A
REPLAT OF TRACTS 6-7, BLK 4, GREEN LAKE FIVE ACRE TRACTS, VOL.
44, PG. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0055

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife ("**Grantor**"), whose address is 2105 N 148th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, **“Real Property”**).

TOGETHER WITH all of Grantor’s right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor’s possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the **“Collateral”**.

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington (**“UCC”**) on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[JOHN P. FORMAN]

<Exhibit Do Not Sign>

[JENNIFER M. FORMAN]

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JOHN P. FORMAN and JENNIFER M. FORMAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 1 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4,
GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS,
PAGE 4, RECORDS OF KING COUNTY, WASHINGTON

PURCHASE AND SALE AGREEMENT
(*Shoreline Assemblage – Inland Empire Residential Resources*)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **INLAND EMPIRE RESIDENTIAL RESOURCES**, a Washington non-profit corporation (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0060, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:**

First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**" and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder’s Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 (“**Finder’s Fee**”) to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder’s Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, “**Permitted Recipients**”); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED “ENVIRONMENTAL”. Seller shall provide to Buyer the “Environmental” section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer’s Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The “**Deposit Release Conditions**” means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller’s obligation to return the released Earnest Money Deposit under certain circumstances (the “**Released Deposit Deed of Trust**”) along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the “**Released Deposit Title Policy**”), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer’s default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.


3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

By:  *Darryl Reber*
Name: Darryl Reber
Title: Executive Director
Date: 09/03/2019

SELLER NOTICE ADDRESS:

Inland Empire Residential Resources
PO BOX 3123
Spokane, WA 98220
Attention: Darryl Reber
E-Mail: housingservices@ierr811.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be “**Permitted Exceptions.**” Whether or not Buyer objects to them in Buyer’s Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer’s Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer’s sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller’s election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer’s failure to act within 5 business days of receipt of Seller’s election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer’s consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer’s receipt of Seller’s written request for Buyer’s consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer’s receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company’s first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer’s efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (“**Closing Conditions**”):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller’s Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 2 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

DR

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Inland Empire Residential Resources, a Washington non-profit corporation

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 2, Block 2, Shoreline Heights, Vol. 44, Pg. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0060

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation (“**Grantor**”), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Grantee**”), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 2 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON (“**Property**”).

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Print Name: _____
 NOTARY PUBLIC for the State of Washington
 My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Inland Empire Residential Resources, a Washington non-profit corporation

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

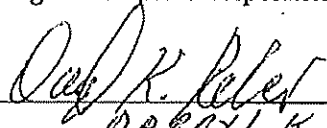
LOT 2 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0060

THIS MEMORANDUM is made this 3RD day of SEPT., 2019, by Inland Empire Residential Resources, a Washington non-profit corporation ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("Buyer") dated September 16, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.


INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

By: 
Name: DARRYL K. REBER
Title: EXECUTIVE DIRECTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that DARRY/K. REBER is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 3 day of SEPT., 20 19


Print Name: Suzanne Schillereff
NOTARY PUBLIC for the State of Washington
My Commission Expires: 11-30-20

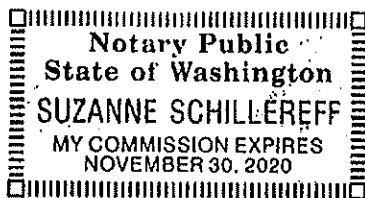


EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$ _____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: INLAND EMPIRE RESIDENTIAL RESOURCES

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: Lot 2, Block 2, Shoreline Heights, Vol. 44, Pg. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0060

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation ("**Grantor**"), whose address is _____; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, **"Real Property"**).

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the **"Collateral"**.

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 2 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44
OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Zaya and Lhanze Sakya)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0140, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder’s Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 (“**Finder’s Fee**”) to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder’s Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, “**Permitted Recipients**”); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED “ENVIRONMENTAL”. Seller shall provide to Buyer the “Environmental” section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer’s Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The “**Deposit Release Conditions**” means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller’s obligation to return the released Earnest Money Deposit under certain circumstances (the “**Released Deposit Deed of Trust**”) along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the “**Released Deposit Title Policy**”), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer’s default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

AuthentiSIGN

9/1/2019 2:06:07 PM PDT
ZAYA V. SAKYA

Date: 09/01/2019

AuthentiSIGN
Lhanze Sakya
9/1/2019 10:39:39 PM PDT
LHANZE Y. SAKYA

Date: 09/01/2019

SELLER NOTICE ADDRESS:

Zaya and Lhanze Sakya
2116 N 147th Street
Shoreline, WA 98133
E-Mail: lydsakya@gmail.com; AND
zsakya@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be “**Permitted Exceptions.**” Whether or not Buyer objects to them in Buyer’s Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer’s Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer’s sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller’s election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer’s failure to act within 5 business days of receipt of Seller’s election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer’s consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer’s receipt of Seller’s written request for Buyer’s consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer’s receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company’s first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer’s efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (“**Closing Conditions**”):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller’s Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 18, BLOCK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

[LS]

[ZVS]

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Zaya V. Sakya and Lhanze Y. Sakya, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: LOT 18, BLK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6-7, BLK 4, GREEN LAKE FIVE ACRE TRACTS, VOL 44 PGE 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0140

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife (“**Grantor**”), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Grantee**”), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 18, BLOCK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON (“**Property**”).

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
ZAYA V. SAKYA

<Exhibit Do Not Sign>
LHANZE Y. SAKYA

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that ZAYA V. SAKYA and LHANZE Y. SAKYA are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all:

- (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
ZAYA V. SAKYA

<Exhibit Do Not Sign>
LHANZE Y. SAKYA

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Zaya V. Sakya and Lhanze Y. Sakya, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 18, BLOCK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0140

THIS MEMORANDUM is made this 4th day of September, 2019, by ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("Buyer") dated September 16, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.



ZAYA V. SAKYA



LHANZE Y. SAKYA

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

I certify that I know or have satisfactory evidence that ZAYA V. SAKYA and LHANZE Y. SAKYA are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4th day of September, 2019.



Brittany Starks
Print Name: Brittany Starks
NOTARY PUBLIC for the State of Washington
My Commission Expires: 7/7/21

EXHIBIT E
RECOGNITION LETTER

_____, 2019

Bank of America, N.A.
101 South Tryon Street
Charlotte, NC 28255

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No: 00023573482706011
Lender: Bank of America, N.A.
Borrower: Zaya V. Sakya and Lhanze Y. Sakya
Principal Amount of Loan: \$153,000.00
Deed of Trust Recording No: 20110630001758
Collateral Property Address: 2116 N 147th Street, Shoreline, WA 98133
Date of Loan: June 24, 2011

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period

of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: ZAYA V. SAKYA and LHANZE Y. SAKYA

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: LOT 18, BLK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6-7, BLK 4, GREEN LAKE FIVE ACRE TRACTS, VOL 44 PGE 4

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0140

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife ("**Grantor**"), whose address is 2116 N 147th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

F-1

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that

certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[ZAYA V. SAKYA]

<Exhibit Do Not Sign>

[LHANZE Y. SAKYA]

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that ZAYA V. SAKYA and LHANZE Y. SAKYA are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 18, BLOCK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4,
GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Jeb Stewart Thomas and Kari Rene Thomas)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **JEB STEWART THOMAS** and **KARI RENE THOMAS**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.28 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0110, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 **Purchase Price:** \$1,075,000
- 1.2 **Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 **Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 **Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 **Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 **Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 **Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 **Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 **Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 **Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: 986899
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 **Seller’s Agent:** Emily Wang, Windermere Real Estate, Midtown [KR] 11/24/2019
- 1.12 **Buyer’s Agent:** None.



[JS] 11/24/2019

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |
| 2122 N 147th Street | 777130-0135 | Brower, Michael and Michelle |
| 2132 N 147th Street | 777130-0125 | Bailey, Jacob and Ember |
| 2142 N 147th Street | 777130-0115 | Storey, Mark and Blanchard, Kathleen |
| 2150 N 147th Street | 777130-0110 | Thomas, Jeb Stewart and Kari Rene |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) November 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs

prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable,

diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Confidentiality.

2.9.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.9.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the

transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.10 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.11 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the

Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]



SELLER:

Authentisign
Jeb S Thomas

11/24/2019 11:04:48 PM PST
JEB STEWART THOMAS

Date: 11/24/2019

Authentisign
Kari R Thomas

11/24/2019 11:37:58 PM PST
KARI RENE THOMAS

Date: 11/24/2019

SELLER NOTICE ADDRESS:

Jeb Stewart Thomas and Kari Rene Thomas
2150 N 147th Street
Shoreline, WA 98133
E-Mail: _____

With a copy to:

Attention: _____
E-Mail: _____

PL

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____

Pete Lymberis, Vice President – Land

Date: _____

11/24/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

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TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Date: _____

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STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

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SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.


SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer 

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (**"Closing Conditions"**):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

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11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

PL

EXHIBIT A

[JSJ]

11/24/2019

PROPERTY DESCRIPTION

[KRJ]

11/24/2019

LOT 12 AND EAST HALF OF LOT 13 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED
IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON

PL

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Jeb Stewart Thomas and Kari Rene Thomas, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lt 12 and ptn Lt 13, Blk 2, Shoreline Heights.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0110

Reference Numbers of Documents Assigned or Released: _____ N/A



STATUTORY WARRANTY DEED

JEB STEWART THOMAS and KARI RENE THOMAS, husband and wife (“**Grantor**”), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Grantee**”), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 12 AND EAST HALF OF LOT 13 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON (“**Property**”).

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
JEB STEWART THOMAS

<Exhibit Do Not Sign>
KARI RENE THOMAS

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JEB STEWART THOMAS and KARI RENE THOMAS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

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EXHIBIT A
(Permitted Exceptions)



EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, JEB STEWART THOMAS and KARI RENE THOMAS, husband and wife ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
JEB STEWART THOMAS

<Exhibit Do Not Sign>
KARI RENE THOMAS

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

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EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

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D-1

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Jeb Stewart Thomas and Kari Rene Thomas, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 12 AND EAST HALF OF LOT 13 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON

ASSESSOR'S TAX PARCEL NO: 777130-0110

THIS MEMORANDUM is made this ____ day of _____, 201____, by JEB STEWART THOMAS and KARI RENE THOMAS, husband and wife ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated _____, 201____, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

JEB STEWART THOMAS

KARI RENE THOMAS

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JEB STEWART THOMAS and KARI RENE THOMAS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

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proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: JEB STEWART THOMAS and KARI RENE THOMAS
Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: Lt 12 and ptn Lt 13, Blk 2, Shoreline Heights

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0110

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between JEB STEWART THOMAS and KARI RENE THOMAS, husband and wife ("**Grantor**"), whose address is 2150 N. 147th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

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PL

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and

Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party

hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>
[JEB STEWART THOMAS]

<Exhibit Do Not Sign>
[KARI RENE THOMAS]

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JEB STEWART THOMAS and KARI RENE THOMAS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

16

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 12 AND EAST HALF OF LOT 13 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER
PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY,
WASHINGTON



SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

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SELLER: Kari Thomas Jeff Thomas
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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

2150 N. 147th St., CITY Shoreline,
STATE WA, ZIP 98133, 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.

- | | YES | NO | DON'T KNOW | N/A |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| 1. TITLE | | | | |
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

KT 9/29/18 JT 9/29/18
SELLER'S INITIALS Date SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

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- | | YES | NO | DON'T
KNOW | N/A | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|----------------------|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 52 53 54 55 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 56 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 57 |
| 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. | | | | | 58 59 60 61 |

2. WATER

A. Household Water

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----------------------|
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system | | | | | 62 63 64 65 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 66 |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 68 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? ... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 70 |
| If no, please explain: | | | | | 71 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 73 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 75 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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 type="checkbox"/> | <input checked="" type="checkbox"/> | 77 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 78 |

B. Irrigation Water

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----------------|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 79 80 81 |
| *(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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 82 83 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 84 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 85 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 86 |
| If so, please identify the entity that supplies water to the property: | | | | | 87 88 |

C. Outdoor Sprinkler System

- | | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----------|
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 89 90 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 91 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 92 |

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

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

Please describe:

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PL

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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- | | YES | NO | DON'T
KNOW | N/A | |
|--|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|------------------------|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 99 100 101 |
| If no, please explain: | | | | | |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 105 106 |
| (2) When was it last pumped? | | | | <input checked="" type="checkbox"/> | 107 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 108 |
| (4) When was it last inspected? | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 109 |
| By whom: | | | | <input checked="" type="checkbox"/> | 110 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 111 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 112 113 114 |
| If no, please explain: | | | | | |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 115 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 116 117 |
| If no, please explain: | | | | | |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 119 120 |

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

4. STRUCTURAL

- | | | | | | |
|---|---|--|--------------------------|-------------------------------------|------------|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 124 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 128 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: <u>1952</u> | | | | | |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 131 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 144 |
| If yes, when and by whom was the inspection completed? | | | | | |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 145 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 146 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 147 |

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

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5. SYSTEMS AND FIXTURES

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

If yes, please explain: _____

| | YES | NO | DON'T KNOW | N/A | 148 |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Hot water tank | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Garbage disposal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Appliances | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 157 |
| Heating and cooling systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 158 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 159 |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 160 |

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

| | YES | NO | DON'T KNOW | N/A | 161 |
|------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|-----|
| Security System: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 163 |
| Tanks (type): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 164 |
| Satellite dish: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 165 |
| Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 166 |

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

| | | | | | |
|-----------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 169 |
| (3) Pellet stove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |
| (4) Fireplace? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 171 |

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

| | YES | NO | DON'T KNOW | N/A | 172 |
|-------|--------------------------|--------------------------|--------------------------|-------------------------------------|-----|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 173 |

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

| | YES | NO | DON'T KNOW | N/A | 174 |
|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 175 |

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)

| | YES | NO | DON'T KNOW | N/A | 176 |
|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 177 |

F. Is the property equipped with smoke alarms?

| | YES | NO | DON'T KNOW | N/A | 178 |
|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 179 |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association?

| | YES | NO | DON'T KNOW | N/A | 180 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 181 |

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:

B. Are there regular periodic assessments?

| | YES | NO | DON'T KNOW | N/A | 184 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 185 |

\$ _____ per ☐ month ☐ year

☐ Other:

*C. Are there any pending special assessments?

| | YES | NO | DON'T KNOW | N/A | 187 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 188 |

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

| | YES | NO | DON'T KNOW | N/A | 189 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 190 |

7. ENVIRONMENTAL

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

| | YES | NO | DON'T KNOW | N/A | 192 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 193 |

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

| | YES | NO | DON'T KNOW | N/A | 194 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 195 |

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

| | YES | NO | DON'T KNOW | N/A | 196 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 197 |

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

| | YES | NO | DON'T KNOW | N/A | 198 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 199 |

*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

| | YES | NO | DON'T KNOW | N/A | 200 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 201 |

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

| | YES | NO | DON'T KNOW | N/A | 201 |
|-------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 201 |

SELLER'S INITIALS KT Date 9/29/18

SELLER'S INITIALS JT Date 9/29/18

PL

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

(Continued)

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YES NO DON'T KNOW N/A 202
203

*G. Is there any soil or groundwater contamination? ☐ ☒ ☐ ☐ 204

*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? ☐ ☒ ☐ ☐ 205
206

*I. Has the property been used as a legal or illegal dumping site? ☐ ☒ ☐ ☐ 207

*J. Has the property been used as an illegal drug manufacturing site? ☐ ☒ ☐ ☐ 208

*K. Are there any radio towers in the area that cause interference with cellular telephone reception? ☐ ☒ ☐ ☐ 209

8. LEAD BASED PAINT (Applicable if the house was built before 1978). 210

A. Presence of lead-based paint and/or lead-based paint hazards (check one below): 211

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 212
213

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 214

B. Records and reports available to the Seller (check one below): 215

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 216
217

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 218
219

9. MANUFACTURED AND MOBILE HOMES 220

If the property includes a manufactured or mobile home, 221

*A. Did you make any alterations to the home? ☐ ☒ ☐ ☐ 222
If yes, please describe the alterations: 223

*B. Did any previous owner make any alterations to the home? ☐ ☒ ☐ ☐ 224

*C. If alterations were made, were permits or variances for these alterations obtained? ☐ ☐ ☐ ☒ 225

10. FULL DISCLOSURE BY SELLERS 226

A. Other conditions or defects: 227

*Are there any other existing material defects affecting the property that a prospective buyer should know about? ☐ ☒ ☐ ☐ 228
229

B. Verification 230

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. 231
232
233
234

Karl 9/29/18 Thomas 9/29/18 235
Seller Date Seller Date 236

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). 237
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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II. NOTICES TO THE BUYER

1. 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.

2. 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.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

APPENDIX F

TITLE DOCUMENTS

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Ember and Jacob Bailey)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **JACOB BAILEY and EMBER BAILEY**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.32 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0125, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$975,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: 986897
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Emily Wang, Windermere Real Estate Midtown
- 1.12 Buyer’s Agent:** None.

EB

11/23/2019

JB

11/23/2019

PL

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |
| 2122 N 147th Street | 777130-0135 | Brower, Michael and Michelle |
| 2132 N 147th Street | 777130-0125 | Bailey, Jacob and Ember |
| 2142 N 147th Street | 777130-0115 | Storey, Mark and Blanchard, Kathleen |
| 2150 N 147th Street | 777130-0110 | Thomas, Jeb Stewart and Kari Rene |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) November 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs

prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the "**Feasibility Period Extension**") by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 ("**Feasibility Extension Fee**"). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a "**Closing Date Extension**"), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a "**Closing Extension Fee**"). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer's Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller ("**Existing Loan**"), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively "**Existing Lender**"), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender ("**Recognition Letter**") within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable,

diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Confidentiality.

2.9.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.9.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the

transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.10 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.11 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the

Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]



SELLER:

Authentisign
Jacob Bailey
JACOB BAILEY

Date: 11/23/2019

Authentisign
Ember Bailey
EMBER BAILEY

Date: 11/23/2019

SELLER NOTICE ADDRESS:

Jacob and Ember Bailey
2132 N 147th Street
Shoreline, WA 98133
E-Mail: _____

With a copy to:

Attention: _____
E-Mail: _____

PL

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 11/24/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

PL

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

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no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

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SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (**"Closing Conditions"**):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("Closing Documents"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("Deed"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("Bill of Sale").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

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Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

RL

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

PL

EB

11/23/2019

JB

11/23/2019

EXHIBIT A

PROPERTY DESCRIPTION

LOT A, CITY OF SHORELINE BOUNDARY LINE ADJUSTMENT NO. SHLA 2010-02,
RECORDED UNDER RECORDING NUMBER 20100623900002, RECORDS OF KING COUNTY,
WASHINGTON.

PL

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Jacob Bailey and Ember Bailey, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: SHORELINE HEIGHTS ADD LOT A SHORELINE BLA #SHLA 2010-02 REC #20100623900002 SD BLA BEING W 1/2 OF 13 & ALL OF 14 15 & 16
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0125

Reference Numbers of Documents Assigned or Released: N/A

B-1

PL

STATUTORY WARRANTY DEED

JACOB BAILEY and EMBER BAILEY, husband and wife ("Grantor"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Grantee"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT A, CITY OF SHORELINE BOUNDARY LINE ADJUSTMENT NO. SHLA 2010-02,
RECORDED UNDER RECORDING NUMBER 20100623900002, RECORDS OF KING COUNTY,
WASHINGTON ("Property").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>

JACOB BAILEY

<Exhibit Do Not Sign>

EMBER BAILEY

RL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JACOB BAILEY and EMBER BAILEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

h

EXHIBIT A
(Permitted Exceptions)

Handwritten signature

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, JACOB BAILEY and EMBER BAILEY, husband and wife ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
JACOB BAILEY

<Exhibit Do Not Sign>
EMBER BAILEY

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

PL

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

PL

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Jacob Bailey and Ember Bailey, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT A, CITY OF SHORELINE BOUNDARY LINE ADJUSTMENT NO. SHLA 2010-02,
RECORDED UNDER RECORDING NUMBER 20100623900002, RECORDS OF KING
COUNTY, WASHINGTON

ASSESSOR'S TAX PARCEL NO: 777130-0125

THIS MEMORANDUM is made this ____ day of _____, 201____, by Jacob Bailey and Ember Bailey, husband and wife ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated _____, 201____, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

JACOB BAILEY

EMBER BAILEY

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JACOB BAILEY and EMBER BAILEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

pv

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy



proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: JACOB BAILEY and EMBER BAILEY

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: SHORELINE HEIGHTS ADD LOT A SHORELINE BLA
#SHLA 2010-02 REC #20100623900002 SD BLA BEING W 1/2 OF 13 & ALL OF 14 15 & 16

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0125

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), is made effective the _____ day of _____, 20____, between JACOB BAILEY and EMBER BAILEY, husband and wife ("**Grantor**"), whose address is 2132 N 147th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("UCC") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.



5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

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13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[JACOB BAILEY]

<Exhibit Do Not Sign>

[EMBER BAILEY]



STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JACOB BAILEY and EMBER BAILEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT A, CITY OF SHORELINE BOUNDARY LINE ADJUSTMENT NO. SHLA 2010-02,
RECORDED UNDER RECORDING NUMBER 20100623900002, RECORDS OF KING
COUNTY, WASHINGTON.

PL

Form 17
Seller Disclosure Statement
Rev. 7/15
Page 1 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2015
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

SELLER: Jake Bailey Ember Bailey
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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 2132 N. 14th St, CITY Shoreline, STATE WA, ZIP 98133, 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.

- | | YES | NO | DONT
KNOW | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| 1. TITLE | | | | |
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

JB 3/1/19
SELLER'S INITIALS Date

EM 3/1/19
SELLER'S INITIALS Date

PL

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

©Copyright 2015
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

- | | YES | NO | DONT
KNOW | N/A | |
|---|--------------------------|-------------------------------------|-------------------------------------|--------------------------|----|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 52 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 53 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 54 |

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.

2. WATER**A. Household Water**

- | | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----|
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system | | | | | 55 |
| <input type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system | | | | | 56 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 57 |
| *(2) 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"/> | <input type="checkbox"/> | 58 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 59 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 60 |
| If no, please explain: | | | | | 61 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 62 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 63 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 64 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 65 |
| *(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"/> | <input type="checkbox"/> | 66 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 |

B. Irrigation Water

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 68 |
| *(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 type="checkbox"/> | <input checked="" type="checkbox"/> | 69 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 70 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 71 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If so, please identify the entity that supplies water to the property: | | | | | 73 |

C. Outdoor Sprinkler System

- | | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 75 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 76 |

3. SEWER/ON-SITE SEWAGE SYSTEM**A. The property is served by:**

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

Please describe:

JB 3/1/19
SELLER'S INITIALS Date3/1/19
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| | YES | NO | DONT KNOW | N/A | 98 |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 99 |
| If no, please explain: | | | | | 100 |
| | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 |
| | | | | | 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 105 |
| (2) When was it last pumped? | | | | | 106 |
| * (3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 107 |
| (4) When was it last inspected? | | | | <input checked="" type="checkbox"/> | 108 |
| By whom: | | | | | 109 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 110 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 111 |
| If no, please explain: | | | | | 112 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 113 |
| G. 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"/> | <input type="checkbox"/> | 114 |
| If no, please explain: | | | | | 115 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 116 |
| | | | | | 117 |
| | | | | | 118 |
| | | | | | 119 |
| | | | | | 120 |

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

4. STRUCTURAL

| | | | | | |
|---|---|--|-------------------------------------|-------------------------------------|-----|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 121 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 122 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 123 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 124 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 125 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| If yes, year of original construction: <u>1948</u> | | | | | 127 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 128 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 130 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 131 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 132 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 133 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 134 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 135 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 136 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 137 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other | | | 138 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 139 |
| If yes, when and by whom was the inspection completed? | | | | | 140 |
| | | | | | 141 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 142 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| J. Is the basement insulated? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 144 |

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5. SYSTEMS AND FIXTURES

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

If yes, please explain:

| | YES | NO | DONT KNOW | N/A | 148 |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 149 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 150 |
| Hot water tank | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Garbage disposal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Appliances | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Sump pump | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Heating and cooling systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |

*B. If any of the following fixtures or property is included with the transfer, are they leased?

(If yes, please attach copy of lease.)

| | YES | NO | DONT KNOW | N/A | 161 |
|------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| Security System: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| Tanks (type): | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |
| Satellite dish: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 164 |
| Other: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |

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

| | YES | NO | DONT KNOW | N/A | 166 |
|-----------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |
| (3) Pellet stove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 169 |
| (4) Fireplace? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |

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

| | YES | NO | DONT KNOW | N/A | 171 |
|--|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 172 |

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

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)

| | YES | NO | DONT KNOW | N/A | 174 |
|--|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 175 |

F. Is the property equipped with smoke alarms?

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

| | YES | NO | DONT KNOW | N/A | 176 |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| A. Is there a Homeowners' Association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 177 |
| 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: | | | | | 178 |

| | YES | NO | DONT KNOW | N/A | 179 |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|-----|
| B. Are there regular periodic assessments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 180 |
| \$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year | | | | | 181 |

| | YES | NO | DONT KNOW | N/A | 182 |
|---------------------------------|-----|----|--------------|-----|-----|
| <input type="checkbox"/> Other: | | | | | 183 |

| | YES | NO | DONT KNOW | N/A | 184 |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|-----|
| *C. Are there any pending special assessments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 185 |

| | YES | NO | DONT KNOW | N/A | 186 |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|-----|
| *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 type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 187 |

7. ENVIRONMENTAL

| | YES | NO | DONT KNOW | N/A | 188 |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 189 |

| | YES | NO | DONT KNOW | N/A | 190 |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *B. Does any part of the property contain fill dirt, waste, or other fill material? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 191 |

| | YES | NO | DONT KNOW | N/A | 192 |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 193 |

| | YES | NO | DONT KNOW | N/A | 194 |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 195 |

| | YES | NO | DONT KNOW | N/A | 196 |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 197 |

| | YES | NO | DONT KNOW | N/A | 198 |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *F. Has the property been used for commercial or industrial purposes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 199 |

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II. NOTICES TO THE BUYER

1. 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.

2. 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.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer _____ Date _____

Buyer _____ Date _____

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer _____ Date _____

Buyer _____ Date _____

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer _____ Date _____

Buyer _____ Date _____

JB
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Date

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3/1/19
Date

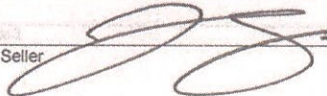
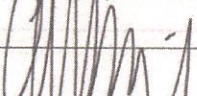
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| | YES | NO | DON'T KNOW | N/A | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 202 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 203 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 204 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 205 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 206 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 207 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 208 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 209 |
| <input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 210 |
| B. Records and reports available to the Seller (check one below): | | | | | 211 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 212 |
| <input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 213 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 214 |
| If the property includes a manufactured or mobile home, | | | | | 215 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 216 |
| If yes, please describe the alterations: | | | | | 217 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 218 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 219 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 220 |
| A. Other conditions or defects: | | | | | 221 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 222 |
| B. Verification | | | | | 223 |
| 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. | | | | | 224 |
| Seller  Date 3/1/19 | | | | | 225 |
| Seller  Date 3/1/19 | | | | | 226 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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Seller Disclosure Statement
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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

(Continued)

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II. NOTICES TO THE BUYER

1. 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.

2. 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.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

PURCHASE AND SALE AGREEMENT

(Shoreline Assemblage – Mark Storey and Kathleen M. Blanchard)

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), effective as of the last date on which a party executes this Agreement ("Effective Date"), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns ("Buyer"), and **MARK STOREY and KATHLEEN M. BLANCHARD**, husband and wife ("Seller"), with respect to that certain real property containing approximately 0.3353 acres located in the City of Shoreline ("City"), County of King ("County"), State of Washington, Tax Parcel Number 777130-0115, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto ("Property").

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 **Purchase Price:** \$ \$1,300,000
- 1.2 **Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 **Buyer's Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 **Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 **Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer's delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a "Closing Notice" 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer's notice ("Buyer's Early Closing Notice"), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer's Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 **Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 **Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 **Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 **Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 **Escrow Holder/Title Company:**
First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 **Seller's Agent:** Joon Gehrke Windermere Real Estate Wall St., Inc.
- 1.12 **Buyer's Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |
| 2122 N 147th Street | 777130-0135 | Brower, Michael and Michelle |
| 2132 N 147th Street | 777130-0125 | Bailey, Jacob and Ember |
| 2142 N 147th Street | 777130-0115 | Storey, Mark and Blanchard, Kathleen |
| 2150 N 147th Street | 777130-0110 | Thomas, Jeb Stewart and Kari Rene |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) November 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs

prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the "**Feasibility Period Extension**") by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 ("**Feasibility Extension Fee**"). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a "**Closing Date Extension**"), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a "**Closing Extension Fee**"). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer's Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller ("**Existing Loan**"), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively "**Existing Lender**"), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender ("**Recognition Letter**") within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable,

diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing ("New Financing") secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively "New Lender"), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller's Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a "Seller's Loan"), any breach or default by Seller with respect to a Seller's Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer's election, shall have the option (but not obligation) to cure the default under the applicable Seller's Loan or pay off the applicable Seller's Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Confidentiality.

2.9.1 Definition of Confidential Information. As used herein, "Confidential Information" shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.9.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the

transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "Permitted Recipients"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.10 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.11 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "Deposit Release Conditions" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "Released Deposit Deed of Trust") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "Released Deposit Title Policy"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the

Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

Mark Storey

MARK STOREY

Date: 11/18/19

Kathleen M. Blanchard

KATHLEEN M. BLANCHARD

Date: 11/18/19

SELLER NOTICE ADDRESS:

Mark Storey and Kathleen Blanchard

2142 N 147th Street

Shoreline, WA 98133

E-Mail: Storey98@aol.com

blanchard98@aol.com

With a copy to:

Joan Gehrke

3214 W McGraw #102

Seattle WA 98199

Attention:

E-Mail: joananddoug@windermere.com

206 - 282-4400

cell 206 - 387-1496

PL

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 11/24/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

pr

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 **Generally.** The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 **SEPA Determination.** As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 **Preliminary Plat Approval.** [Omitted].


4.4 **Engineering Approval.** [Omitted].

4.5 **Lot Line Adjustment.** As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 **Site Development Permits.** As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 **Building Permits.** As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 **Buyer Efforts.** If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 **Seller’s Cooperation.** Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 10 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. 

Seller shall have no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("Feasibility Contingency"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("Feasibility Approval Notice") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. INTENTIONALLY DELETED

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property between the hours of 8am-4pm Monday – Friday, except holidays upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be "**Permitted Exceptions**." Whether or not Buyer objects to them in Buyer's Title

Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("Closing Conditions"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.



10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. No later than 10 business days prior to Closing Date, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("Closing Documents"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("Deed"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("Bill of Sale").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the

Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

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SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("Memorandum of Agreement"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or

communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time, on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

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16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

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EXHIBIT A
PROPERTY DESCRIPTION

THE WEST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 2, SHORELINE HEIGHTS ADDITION
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING
COUNTY, WASHINGTON.

TOGETHER WITH THE EAST 17.00 FEET OF LOT 15 IN SAID BLOCK 2 THEREOF. CONTAINING IN ALL
14,608.9 SQUARE FEET.

PL

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Mark Storey and Kathleen M. Blanchard, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Shoreline Heights, Lot 14 & W1/2 of Lot 13, East 17 Ft of lot 15, Blk 2.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0115

Reference Numbers of Documents Assigned or Released: _____ N/A _____

PL

STATUTORY WARRANTY DEED

MARK STOREY and KATHLEEN M. BLANCHARD, husband and wife ("**Grantor**"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Grantee**"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 14 AND THE WEST HALF OF LOT 13, WITH EAST 17.00 FEET OF LOT 15, BLOCK 2, SHORELINE HEIGHTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON ("**Property**").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
MARK STOREY

<Exhibit Do Not Sign>
KATHLEEN M. BLANCHARD

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MARK STOREY and KATHLEEN M. BLANCHARD are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT A
(Permitted Exceptions)

PL

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, MARK STOREY and KATHLEEN M. BLANCHARD, husband and wife ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
MARK STOREY

<Exhibit Do Not Sign>
KATHLEEN M. BLANCHARD

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

PL

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Mark Storey and Kathleen M. Blanchard, husband and wife
GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 14 AND THE WEST HALF OF LOT 13, WITH EAST 17.00 FEET OF LOT 15, BLOCK 2,
SHORELINE HEIGHTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF
PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0115

THIS MEMORANDUM is made this 21st day of November, 2019, by Mark Storey and Kathleen M. Blanchard, husband and wife ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("Buyer") dated 11-18, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

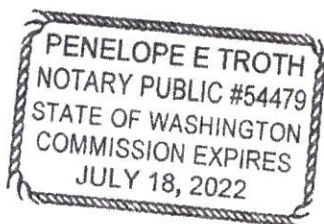

MARK STOREY


KATHLEEN M. BLANCHARD

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that MARK STOREY and KATHLEEN M. BLANCHARD are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 21st day of November, 2019



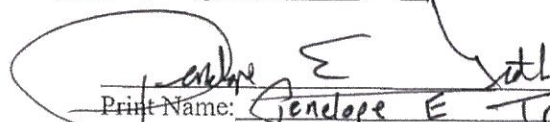

Print Name: Penelope E Troth
NOTARY PUBLIC for the State of Washington
My Commission Expires: 07/18/2022

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

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proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: MARK STOREY and KATHLEEN M. BLANCHARD

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: Shoreline Heights, Lot 14 & W1/2 of Lot 13, with E 17.00 Ft of lot 15 Blk 2.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0115

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between MARK STOREY and KATHLEEN M. BLANCHARD, husband and wife ("**Grantor**"), whose address is 2142 N. 147TH Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.



W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.



As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$_____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[MARK STOREY]

<Exhibit Do Not Sign>

[KATHLEEN M. BLANCHARD]



STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MARK STOREY and KATHLEEN M. BLANCHARD are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

pl

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 14 AND THE WEST HALF OF LOT 13, WITH THE EAST 17.00 FEET OF LOT 15, BLOCK 2, SHORELINE HEIGHTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

©Copyright 2019
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

SELLER: Mark Storey
Seller

Kathleen M Blanchard
Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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
2142 N 147th St., CITY Shoreline

STATE WA, ZIP 98133, COUNTY King ("THE PROPERTY") OR AS
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

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

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

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

SELLER ☒ IS / ☐ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

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

1. TITLE

- | | YES | NO | DON'T KNOW | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

KMB 11-18-19
SELLER'S INITIALS Date

MA 11-18-19
SELLER'S INITIALS Date

PL

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

©Copyright 2019
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

| | YES | NO | DON'T KNOW | N/A | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------------------|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 52 53 54 55 |
| *J. Is there a boundary survey for the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 56 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 57 |
| 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. | | | | | 58 59 60 61 |
| 2. WATER | | | | | 62 |
| A. Household Water | | | | | 63 |
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system | | | | | 64 65 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 66 |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 68 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/> If no, please explain: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 70 71 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 73 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 75 |
| (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"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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"/> | <input type="checkbox"/> | <input type="checkbox"/> | 77 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 78 |
| B. Irrigation Water | | | | | 79 |
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 80 81 |
| *(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 type="checkbox"/> | <input checked="" type="checkbox"/> | 82 83 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 84 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 85 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 86 |
| If so, please identify the entity that supplies water to the property: | | | | | 87 88 |
| C. Outdoor Sprinkler System | | | | | 89 |
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 90 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 91 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 92 |
| 3. SEWER/ON-SITE SEWAGE SYSTEM | | | | | 93 |
| A. The property is served by: | | | | | 94 |
| <input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) | | | | | 95 |
| <input type="checkbox"/> Other disposal system | | | | | 96 |
| Please describe: | | | | | 97 |

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SELLER DISCLOSURE STATEMENT
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- | | YES | NO | DON'T
KNOW | N/A | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----------------|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 99 100 |
| If no, please explain: | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 102 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 105 106 |
| (2) When was it last pumped? | | | | | 107 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 108 |
| (4) When was it last inspected? | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 109 |
| By whom: | | | | | 110 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 111 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 112 113 |
| If no, please explain: | | | | | 114 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 116 117 |
| If no, please explain: | | | | | 118 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 119 120 |

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

4. STRUCTURAL

- | | | | | | |
|---|---|--|-------------------------------------|-------------------------------------|------------|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 128 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: <u>1947</u> | | | | | 131 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input checked="" type="checkbox"/> Decks <u>old deck</u> | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| If yes, when and by whom was the inspection completed? | | | | | 144 145 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 147 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 148 |

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5. SYSTEMS AND FIXTURES

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

If yes, please explain: _____

| | YES | NO | DON'T KNOW | N/A | 149 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 150 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Hot water tank | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Garbage disposal | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Appliances | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 155 |
| Heating and cooling systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |
| Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 158 |

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

| | YES | NO | DON'T KNOW | N/A | 159 |
|-------------------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| Security System: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 160 |
| Tanks (type): <u>oil tank</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 161 |
| Satellite dish: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| Other: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |

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

| | YES | NO | DON'T KNOW | N/A | 164 |
|-----------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |
| (2) Fireplace insert? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166 |
| (3) Pellet stove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |
| (4) Fireplace? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |

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

| | | | | | |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 173 |
| E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 174 |
| F. Is the property equipped with smoke detection devices? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 175 |
| (Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.) | | | | | 176 |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

| | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| A. Is there a Homeowners' Association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 177 |
| 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: | | | | | 178 |
| B. Are there regular periodic assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 179 |
| \$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year | | | | | 180 |
| <input type="checkbox"/> Other: | | | | | 181 |
| *C. Are there any pending special assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 182 |
| *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"/> | <input type="checkbox"/> | 183 |

7. ENVIRONMENTAL

| | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 184 |
| *B. Does any part of the property contain fill dirt, waste, or other fill material? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 185 |
| *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 186 |
| D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 187 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 188 |
| *F. Has the property been used for commercial or industrial purposes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 189 |

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| | YES | NO | DON'T KNOW | N/A | |
|---|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 205 |
| | | | | | 206 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 207 |
| | | | | | 208 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 209 |
| | | | | | 210 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 211 |
| | | | | | 212 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 213 |
| | | | | | 214 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 215 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 216 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 217 |
| <input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 218 |
| B. Records and reports available to the Seller (check one below): | | | | | 219 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 220 |
| | | | | | 221 |
| <input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 222 |
| | | | | | 223 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 224 |
| If the property includes a manufactured or mobile home, | | | | | 225 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 226 |
| If yes, please describe the alterations: | | | | | 227 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 228 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 229 |
| | | | | | 230 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 231 |
| A. Other conditions or defects: | | | | | 232 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 233 |
| | | | | | 234 |
| B. Verification | | | | | 235 |
| 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. | | | | | 236 |
| | | | | | 237 |
| <u>SM Blum</u> 11/18/19 <u>Mar Stoy</u> 11/18/19 | | | | | 238 |
| Seller Date Seller Date | | | | | 239 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

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SELLER'S INITIALS Date



PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Michael and Michelle Brower)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **MICHAEL B. BROWER and MICHELLE J. BROWER**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0135, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$950,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:**

First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: 986896
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** _____
- 1.12 Buyer’s Agent:** None.

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SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|---------------------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |
| 2122 N 147 th Street | 777130-0135 | Brower, Michael and Michelle |
| 2132 N 147 th Street | 777130-0125 | Ember, Jacob and Bailey |
| 2142 N 147 th Street | 777130-0115 | Storey, Mark and Blanchard, Kathleen |
| 2150 N 147 th Street | 777130-0110 | Thomas, Jeb Stewart and Kari Rene |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) November 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs

prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable,

diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Confidentiality.

2.9.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.9.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the

transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.10 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.11 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the

Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

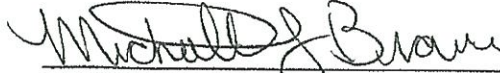
PL

SELLER:



MICHAEL B. BROWER

Date: 11-20-19



MICHELLE J. BROWER

Date: 11-20-19

SELLER NOTICE ADDRESS:

Michael and Michelle Brower

2122 N. 147th Street

Shoreline, WA 98133

E-Mail: mike-brower@comcast.net

With a copy to:

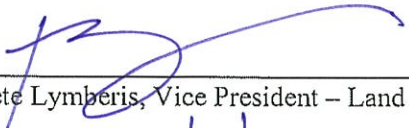
Michelle Brower

Attention:

E-Mail: mbrower448@comcast.net

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 
Pete Lymberis, Vice President – Land

Date: 11/24/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

PL

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have


no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.



SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property between the hours of 8:00am – 4:00pm Monday – Friday, except holidays upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial

Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be "**Permitted Exceptions**." Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("**Closing Conditions**"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

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10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and

recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. No Later than 10 business days prior to Closing Date, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("Closing Documents"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("Deed"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("Bill of Sale").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee (at the same rate that Pulte obtains) and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the

terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE pl

PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS



16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time, on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement

shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

PL

EXHIBIT A

PROPERTY DESCRIPTION

LOT 17, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN
VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY.

PL

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Michael B. Brower and Michelle J. Brower, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 17, Blk 2, Shoreline Heights, Vol. 44, P. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0135

Reference Numbers of Documents Assigned or Released: _____ N/A _____

B-1

PL

STATUTORY WARRANTY DEED

MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife ("**Grantor**"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Grantee**"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 17, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY ("**Property**").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
MICHAEL B. BROWER

<Exhibit Do Not Sign>
MICHELLE J. BROWER

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MICHAEL B. BROWER and MICHELLE J. BROWER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT A
(Permitted Exceptions)

PL

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
MICHAEL B. BROWER

<Exhibit Do Not Sign>
MICHELLE J. BROWER

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

PL

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]



AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Michael B. Brower and Michelle J. Brower, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 17, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN
VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY

ASSESSOR'S TAX PARCEL NO: 777130-0135

THIS MEMORANDUM is made this ____ day of _____, 201____, by MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated _____, 201____, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

MICHAEL B. BROWER

MICHELLE J. BROWER

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MICHAEL B. BROWER and MICHELLE J. BROWER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

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proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

PL

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife
Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: Lot 17, Blk 2, Shoreline Heights, Vol. 44, P. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0135

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), is made effective the _____ day of _____, 20____, between MICHAEL B. BROWER and MICHELLE J. BROWER, husband and wife ("**Grantor**"), whose address is 2122 N. 147th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

F-1



SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that



certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "Purchase Agreement") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("Secured Obligations").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.



6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>
[MICHAEL B. BROWER]

<Exhibit Do Not Sign>
[MICHELLE J. BROWER]

pl

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MICHAEL B. BROWER and MICHELLE J. BROWER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 17, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT RECORDED IN
VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY.

RL

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Irene Carter)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”), effective as of the last date on which a party executes this Agreement (“Effective Date”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“Buyer”), and **IRENE CARTER**, an individual (“Seller”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“City”), County of King (“County”), State of Washington, Tax Parcel Number 777130-0150, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“Property”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“Buyer’s Early Closing Notice”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the "**Feasibility Period Extension**") by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 ("**Feasibility Extension Fee**"). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a "**Closing Date Extension**"), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a "**Closing Extension Fee**"). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer's Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller ("**Existing Loan**"), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively "**Existing Lender**"), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender ("**Recognition Letter**") within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing ("**New Financing**") secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively "**New Lender**"), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller's Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a "**Seller's Loan**"), any breach or default by Seller with respect to a Seller's Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer's election, shall have the option (but not obligation) to cure the default under the applicable Seller's Loan or pay off the applicable Seller's Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder's Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 ("**Finder's Fee**") to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder's Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, "**Confidential Information**" shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

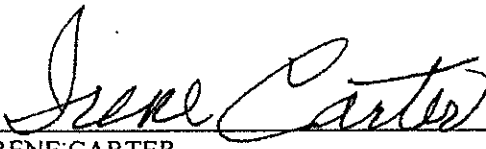
3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:



IRENE CARTER

Date: 9/3/2019

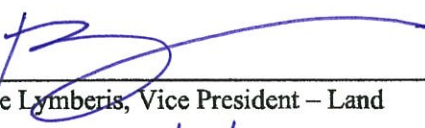
SELLER NOTICE ADDRESS:

Irene Carter
14704 Meridian Ave N.
Shoreline, WA 98133
E-Mail: amber.barstad@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 
Pete Lymberis, Vice President – Land

Date: 9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("**Closing Conditions**"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 20, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4 AND ALTERATION OF THE PLAT OF SHORELINE HEIGHTS RECORDED JUNE 20, 2019 UNDER RECORDING NO. 20190620000657, IN KING COUNTY, WASHINGTON.

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Irene Carter, an individual
Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 20, Blk 2, Shoreline Heights, Vol. 44, Pg. 4 and Alteration Rec. 20190620000657
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0150

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

IRENE CARTER, an individual ("Grantor"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Grantee"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 20, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4 AND ALTERATION OF THE PLAT OF SHORELINE HEIGHTS RECORDED JUNE 20, 2019 UNDER RECORDING NO. 20190620000657, IN KING COUNTY, WASHINGTON. ("Property").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>

IRENE CARTER

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that IRENE CARTER is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

B-4

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, IRENE CARTER, an individual ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
IRENE CARTER

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

D-1

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: IRENE CARTER, an individual

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:


The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 20, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 44 OF PLATS, PAGE 4 AND ALTERATION OF THE PLAT OF
SHORELINE HEIGHTS RECORDED JUNE 20, 2019 UNDER RECORDING NO.
20190620000657, IN KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0150

THIS MEMORANDUM is made this 3 day of September, 2019, By IRENE
CARTER, an individual ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc.,
a Michigan corporation ("Buyer") dated September 16, 2019, with regard to the real
estate described above. The purpose of this Memorandum is to give notice of the Purchase and
Sale Agreement, and it in no way modifies or amends the above-described agreement.

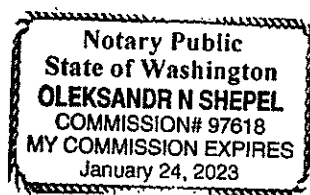

IRENE CARTER

STATE OF WASHINGTON)
COUNTY OF Ingham)

ss.

I certify that I know or have satisfactory evidence that IRENE CARTER is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 3 day of September, 2019.



Print Name: Oleksandr N. Shepel
NOTARY PUBLIC for the State of Washington
My Commission Expires: 01-24-2023

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$ _____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: IRENE CARTER

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: Lot 20, Blk 2, Shoreline Heights, Vol. 44, Pg. 4 and Alteration
Rec. 20190620000657.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0150

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), is made effective the ____ day of _____, 20__, between IRNE CARTER, an individual ("**Grantor**"), whose address is 14704 Meridian Ave N., Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

F-1

C:\Users\Sarah\AppData\Local\Packages\Microsoft.Office.Desktop_8wekyb3d8bbwe\AC\InetCache\Content.Outlook\06CQG28\Shoreline Assemblage - Carter PSA01 (RLW 081419).Docx

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that

certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "Purchase Agreement") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("Secured Obligations").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>
[IRENE CARTER]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that IRENE CARTER is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 20, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 44 OF PLATS, PAGE 4 AND ALTERATION OF THE PLAT OF
SHORELINE HEIGHTS RECORDED JUNE 20, 2019 UNDER RECORDING NO.
20190620000657, IN KING COUNTY, WASHINGTON.

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Grace Chu)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **GRACE TSUI YUN CHOW CHU**, an individual (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0145, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the "**Feasibility Period Extension**") by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 ("**Feasibility Extension Fee**"). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a "**Closing Date Extension**"), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a "**Closing Extension Fee**"). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer's Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller ("**Existing Loan**"), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively "**Existing Lender**"), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender ("**Recognition Letter**") within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing ("**New Financing**") secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively "**New Lender**"), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller's Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a "**Seller's Loan**"), any breach or default by Seller with respect to a Seller's Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer's election, shall have the option (but not obligation) to cure the default under the applicable Seller's Loan or pay off the applicable Seller's Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder's Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 ("**Finder's Fee**") to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder's Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, "**Confidential Information**" shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:



GRACE TSUI YUN CHOW CHU

Date: 9-04-19

SELLER NOTICE ADDRESS:

Grace Tsui Yun Chow Chu
14710 Meridian Ave N.
Shoreline, WA 98133
E-Mail: N/A

With a copy to:

North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109


Attention: Sarah Spring Everett

E-Mail: sarahspring@northpacificproperties.com;
AND nppcontracts@gmail.com

Seller Signature Page

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 
Pete Lymberis, Vice President – Land

Date: 9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("**Closing Conditions**"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "Closing" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 19, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

FC 9-04-19

A-1

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Grace Tsui Yun Chow Chu, an individual
Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 19, Blk 2, Shoreline Heights, Vol. 44, Pg. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0145

Reference Numbers of Documents Assigned or Released: N/A

B-1

STATUTORY WARRANTY DEED

GRACE TSUI YUN CHOW CHU, an individual ("Grantor"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Grantee"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 19, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON ("Property").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>

GRACE TSUI YUN CHOW CHU

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that GRACE TSUI YUN CHOW CHU is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

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EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, GRACE TSUI YUN CHOW CHU, an individual ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
GRACE TSUI YUN CHOW CHU

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

D-1

C:\Users\sarah\AppData\Local\Packages\Microsoft.Office.Desktop_8wekyb3d8bbwe\AC\NetCache\Content.Outlook\633UF8UV\Shoreline Assemblage - Chu PSA01 (RLW 081419).docx

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Grace Tsui Yun Chow Chu, an individual

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 19, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY,
WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0145

THIS MEMORANDUM is made this 4th day of September, 2019, by GRACE
TSUI YUN CHOW CHU, an individual ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc.,
a Michigan corporation ("**Buyer**") dated September 14, 2019, with regard to the real estate
described above. The purpose of this Memorandum is to give notice of the Purchase and Sale
Agreement, and it in no way modifies or amends the above-described agreement.



GRACE TSUI YUN CHOW CHU

STATE OF WASHINGTON)
)
COUNTY OF KING) SS.

I certify that I know or have satisfactory evidence that GRACE TSUI YUN CHOW CHU is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4 day of September, 2019.



Brittany Starks
Print Name: Brittany Starks
NOTARY PUBLIC for the State of Washington
My Commission Expires: 7/9/21

EXHIBIT E
RECOGNITION LETTER

_____, 2019

Homelink Mortgage, Inc.
365 118th Ave SE, Suite 200
Bellevue, WA 98008

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No: 4343223
Lender: Homelink Mortgage, Inc.
Borrower: Grace Tsui Yun Chow Chu
Principal Amount of Loan: \$232,000.00
Deed of Trust Recording No: 20100412000703
Collateral Property Address: 14710 Meridian Ave N., Shoreline, WA 98133
Date of Loan: April 6, 2010

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period

of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

<Exhibit Do Not Sign>

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: GRACE TSUI YUN CHOW CHU
Grantee: PULTE HOMES OF WASHINGTON, INC.
Legal Description:

Abbreviated Legal Description: Lot 19, Blk 2, Shoreline Heights, Vol. 44, Pg. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0145

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), is made effective the _____ day of _____, 20____, between GRACE TSUI YUN CHOW CHU, an individual ("Grantor"), whose address is 14710 Meridian Ave N, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Beneficiary"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "Purchase Agreement") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("Secured Obligations").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>
[GRACE TSUI YUN CHOW CHU]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that GRACE TSUI YUN CHOW CHU is the person who appeared before me, and said person acknowledged that said person signed this

instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 19, BLOCK 2, SHORELINE HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY,
WASHINGTON.

PURCHASE AND SALE AGREEMENT
(*Shoreline Assemblage – Mark and Amy Delaney*)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **MARK L. DELANEY and AMY J. DELANEY**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0070, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively "**New Lender**"), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller's Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a "**Seller's Loan**"), any breach or default by Seller with respect to a Seller's Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer's election, shall have the option (but not obligation) to cure the default under the applicable Seller's Loan or pay off the applicable Seller's Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder's Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 ("**Finder's Fee**") to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder's Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, "**Confidential Information**" shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, “**Permitted Recipients**”); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED “ENVIRONMENTAL”. Seller shall provide to Buyer the “Environmental” section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer’s Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The “**Deposit Release Conditions**” means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller’s obligation to return the released Earnest Money Deposit under certain circumstances (the “**Released Deposit Deed of Trust**”) along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the “**Released Deposit Title Policy**”), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer’s default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

AuthentiSIGN
Mark L. Delaney
8/2/2019 10:57:00 AM PDT
MARK L. DELANEY
Date: 09/02/2019

AuthentiSIGN
Amy Delaney
8/2/2019 11:01:11 AM PDT
AMY J. DELANEY
Date: 09/02/2019

SELLER NOTICE ADDRESS:

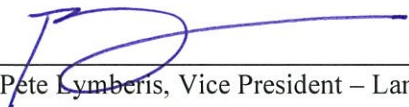
Mark and Amy Delaney
2123 N 148th Street
Shoreline, WA 98133
E-Mail: markldelaney@icloud.com; AND
ajdonline@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____


Pete Lymberis, Vice President – Land

Date: _____

9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date ("**Closing Conditions**"):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 4, BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON.

[*AD*]

[*MLP*]

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Mark L. Delaney and Amy J. Delaney, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 4, Blk 2, Shoreline Heights, A Replat of Tracts 6 and 7, Blk 4, Green Lake Five Acre Tracts, Vol. 44, P. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0070

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

MARK L. DELANEY and AMY J. DELANEY, husband and wife ("**Grantor**"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Grantee**"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 4, BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON ("**Property**").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
MARK L. DELANEY

<Exhibit Do Not Sign>
AMY J. DELANEY

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MARK L. DELANEY and AMY J. DELANEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, MARK L. DELANEY and AMY J. DELANEY, husband and wife (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
MARK L. DELANEY

<Exhibit Do Not Sign>
AMY J. DELANEY

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____<Exhibit Do Not Sign>
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Mark L. Delaney and Amy J. Delaney, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

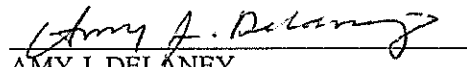
LOT 4, BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0070

THIS MEMORANDUM is made this 4th day of September, 2019, by MARK L. DELANEY and AMY J. DELANEY, husband and wife ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("Buyer") dated September 16, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.


MARK L. DELANEY


AMY J. DELANEY

STATE OF WASHINGTON)

COUNTY OF _____)

ss.

I certify that I know or have satisfactory evidence that MARK L. DELANEY and AMY J. DELANEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4 day of September, 2019.



Brittany Starks
Print Name: Brittany Starks
NOTARY PUBLIC for the State of Washington
My Commission Expires: 7/9/21

EXHIBIT E
RECOGNITION LETTER

_____, 2019

Wells Fargo Bank, N.A.
101 North Phillips Avenue
Sioux Falls, SD 57104

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No: 0332760354
Lender: Wells Fargo Bank, N.A.
Borrower: Mark L. Delaney and Amy J. Delaney
Principal Amount of Loan: \$125,000.00
Deed of Trust Recording No: 20111228001238
Collateral Property Address: 2123 N. 148th St., Shoreline, WA 98133
Date of Loan: December 14, 2011

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period

of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: MARK L. DELANEY and AMY J. DELANEY
Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description Lot 4, Blk 2, Shoreline Heights, A Replat of Tracts 6 and 7, Blk 4, Green Lake Five Acre Tracts, Vol. 44, P. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0070

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between MARK L. DELANEY and AMY J. DELANEY, husband and wife ("**Grantor**"), whose address is 2123 N 148th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, **“Real Property”**).

TOGETHER WITH all of Grantor’s right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor’s possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the **“Collateral”**.

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington (**“UCC”**) on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[MARK L. DELANEY]

<Exhibit Do Not Sign>

[AMY J. DELANEY]

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that MARK L. DELANEY and AMY J. DELANEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 4, BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4,
GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 44 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON

PURCHASE AND SALE AGREEMENT

(Shoreline Assemblage – Diversified Strategies Investment Fund, LP)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **DIVERSIFIED STRATEGIES INVESTMENT FUND, LP**, a Colorado limited partnership (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0065, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:**
 - First American Title Insurance Company
 - 818 Stewart Street, Suite 800,
 - Seattle, Washington 98101
 - Attn: Vivian Provence
 - Escrow No: _____
 - Tel: 425-201-4550
 - E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively "**New Lender**"), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller's Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a "**Seller's Loan**"), any breach or default by Seller with respect to a Seller's Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer's election, shall have the option (but not obligation) to cure the default under the applicable Seller's Loan or pay off the applicable Seller's Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder's Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 ("**Finder's Fee**") to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder's Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, "**Confidential Information**" shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.


3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP,
a Colorado limited partnership

By:  Duane Cronin
Name: Duane Cronin
Title: Managing Member
Date: 09/05/2019

SELLER NOTICE ADDRESS:

Diversified Strategies Investment Fund, LP
923 Monroe St.
Newport, KY 41071
Attention: Duane Cronin
E-Mail: duanetrader@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____

Pete Lymberis, Vice President – Land

Date: _____

9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **“Permitted Exceptions.”** Whether or not Buyer objects to them in Buyer’s Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer’s Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer’s sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller’s election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer’s failure to act within 5 business days of receipt of Seller’s election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer’s consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer’s receipt of Seller’s written request for Buyer’s consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer’s receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company’s first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer’s efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (**“Closing Conditions”**):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller’s Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 3 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY AUDITOR, WASHINGTON.

DC

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Diversified Strategies Investment Fund, LP, a Colorado limited partnership

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 3, Blk 2, Shoreline Heights, A Replat of Tracts 6 and 7, Block 4, Green Lake Five Acre Tracts, Vol. 44 Pg. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0065

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership (“**Grantor**”), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Grantee**”), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 3 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY AUDITOR, WASHINGTON (“**Property**”).

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP
a Colorado limited partnership

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Print Name: _____
 NOTARY PUBLIC for the State of Washington
 My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP,
a Colorado limited partnership

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Diversified Strategies Investment Fund, LP, a Colorado limited partnership

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 3 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY AUDITOR, WASHINGTON.


ASSESSOR'S TAX PARCEL NO: 777130-0065

THIS MEMORANDUM is made this 5th day of September, 2019, by Diversified Strategies Investment Fund, LP, a Colorado limited partnership ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated September 16, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP
a Colorado limited partnership



By: 
Name: Duane Cronin
Title: PRESIDENT

Kentucky
STATE OF ~~WASHINGTON~~)
) ss.
COUNTY OF Kenton)

I certify that I know or have satisfactory evidence that Duane Cronin is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 5 day of September, 2019



Courtney Eversole
Print Name: Courtney Eversole
NOTARY PUBLIC for the State of Washington Kentucky
My Commission Expires: April 3, 2021

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. (“**Pulte**”), for the sale of the Collateral Property identified above (“**Pulte PSA**”). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender’s knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: DIVERSIFIED STRATEGIES INVESTMENT FUND, LP
Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: LOT 3, BLK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, VOL. 44 PG. 4

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0065

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership ("**Grantor**"), whose address is _____; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, **“Real Property”**).

TOGETHER WITH all of Grantor’s right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor’s possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the **“Collateral”**.

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington (**“UCC”**) on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

DIVERSIFIED STRATEGIES INVESTMENT FUND, LP,
a Colorado limited partnership

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of DIVERSIFIED STRATEGIES INVESTMENT FUND, LP, a Colorado limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Print Name: _____
 NOTARY PUBLIC for the State of Washington
 My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 3 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY AUDITOR, WASHINGTON.

PURCHASE AND SALE AGREEMENT
(*Shoreline Assemblage – John and Jennifer Forman*)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **JOHN P. FORMAN and JENNIFER M. FORMAN**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0055, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**" and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder’s Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 (“**Finder’s Fee**”) to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder’s Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

AuthentiSIGN
John P Forman

9/1/2019 8:07:56 PM PDT
JOHN P. FORMAN

Date: 09/01/2019

AuthentiSIGN
Jennifer Forman

9/2/2019 10:26:07 AM PDT
JENNIFER M. FORMAN

Date: 09/02/2019

SELLER NOTICE ADDRESS:

John and Jennifer Forman
2105 N 148th Street
Shoreline, WA 98133
E-Mail: John_Forman@comcast.net; AND
jennforman@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____

Pete Lymberis, Vice President – Land

Date: _____

9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (**"Closing Conditions"**):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 1 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

[JF]

[JF]

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: John P. Forman and Jennifer M. Forman, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 1, Blk 2, Shoreline Heights, a Replat of Tracts 6-7, Blk 4, Green Lake Five Acre Tracts, Vol. 44, Pg. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0055

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife ("**Grantor**"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Grantee**"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 1 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON. ("**Property**").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
JOHN P. FORMAN

<Exhibit Do Not Sign>
JENNIFER M. FORMAN

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JOHN P. FORMAN and JENNIFER M. FORMAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all:

- (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
JOHN P. FORMAN

<Exhibit Do Not Sign>
JENNIFER M. FORMAN

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 1 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0055

THIS MEMORANDUM is made this 4th day of September, 2019, by JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated September 16, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.



JOHN P. FORMAN



JENNIFER M. FORMAN

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that JOHN P. FORMAN and JENNIFER M. FORMAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4 day of September, 2019.



Brittany Starks
Print Name: Brittany Starks
NOTARY PUBLIC for the State of Washington
My Commission Expires: 7/9/21

EXHIBIT E
RECOGNITION LETTER

_____, 2019

Washington Federal Savings
425 Pike Street
Seattle, WA 98101

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No: 050200215135-5
Lender: Washington Federal Savings
Borrower: John P. Forman and Jennifer M. Forman
Principal Amount of Loan: \$123,000.00
Deed of Trust Recording No: 9812290668
Collateral Property Address: 2105 N 148th Street, Shoreline, WA 98133
Date of Loan: December 21, 1998

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$ _____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period

of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: JOHN P. FORMAN and JENNIFER M. FORMAN

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: LOT 1, BLK 2, SHORELINE HEIGHTS, A
REPLAT OF TRACTS 6-7, BLK 4, GREEN LAKE FIVE ACRE TRACTS, VOL.
44, PG. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0055

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between JOHN P. FORMAN and JENNIFER M. FORMAN, husband and wife ("**Grantor**"), whose address is 2105 N 148th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, **“Real Property”**).

TOGETHER WITH all of Grantor’s right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor’s possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the **“Collateral”**.

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington (**“UCC”**) on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[JOHN P. FORMAN]

<Exhibit Do Not Sign>

[JENNIFER M. FORMAN]

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JOHN P. FORMAN and JENNIFER M. FORMAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 1 IN BLOCK 2 OF SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4,
GREEN LAKE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS,
PAGE 4, RECORDS OF KING COUNTY, WASHINGTON

PURCHASE AND SALE AGREEMENT
(*Shoreline Assemblage – Inland Empire Residential Resources*)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **INLAND EMPIRE RESIDENTIAL RESOURCES**, a Washington non-profit corporation (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0060, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**" and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder’s Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 (“**Finder’s Fee**”) to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder’s Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, “**Permitted Recipients**”); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED “ENVIRONMENTAL”. Seller shall provide to Buyer the “Environmental” section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer’s Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The “**Deposit Release Conditions**” means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller’s obligation to return the released Earnest Money Deposit under certain circumstances (the “**Released Deposit Deed of Trust**”) along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the “**Released Deposit Title Policy**”), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer’s default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.


3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

By:  *Darryl Reber*
Name: Darryl Reber
Title: Executive Director
Date: 09/03/2019

SELLER NOTICE ADDRESS:

Inland Empire Residential Resources
PO BOX 3123
Spokane, WA 98220
Attention: Darryl Reber
E-Mail: housingservices@ierr811.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fkstdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **“Permitted Exceptions.”** Whether or not Buyer objects to them in Buyer’s Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer’s Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer’s sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller’s election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer’s failure to act within 5 business days of receipt of Seller’s election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer’s consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer’s receipt of Seller’s written request for Buyer’s consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer’s receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company’s first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer’s efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (**“Closing Conditions”**):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller’s Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents (“**Closing Documents**”):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 (“**Deed**”). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller’s efforts to develop and entitle the Property (“**Bill of Sale**”).

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner’s Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer’s closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller’s Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 2 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

DR

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Inland Empire Residential Resources, a Washington non-profit corporation

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lot 2, Block 2, Shoreline Heights, Vol. 44, Pg. 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0060

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation (“**Grantor**”), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Grantee**”), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 2 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON (“**Property**”).

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Print Name: _____
 NOTARY PUBLIC for the State of Washington
 My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Inland Empire Residential Resources, a Washington non-profit corporation

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

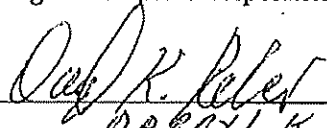
LOT 2 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0060

THIS MEMORANDUM is made this 3RD day of SEPT., 2019, by Inland Empire Residential Resources, a Washington non-profit corporation ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("Buyer") dated September 10, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.


INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

By: 
Name: DARRYL K. REBER
Title: EXECUTIVE DIRECTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that DARRY/K. REBER is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 3 day of SEPT., 20 19


Print Name: Suzanne Schillereff
NOTARY PUBLIC for the State of Washington
My Commission Expires: 11-30-20

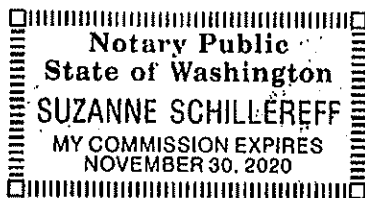


EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$ _____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: INLAND EMPIRE RESIDENTIAL RESOURCES

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: Lot 2, Block 2, Shoreline Heights, Vol. 44, Pg. 4.

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0060

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation ("**Grantor**"), whose address is _____; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

W I T N E S S E T H:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, **"Real Property"**).

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the **"Collateral"**.

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

INLAND EMPIRE RESIDENTIAL RESOURCES,
a Washington non-profit corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 2 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44
OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Zaya and Lhanze Sakya)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.19 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0140, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 Purchase Price:** \$790,000
- 1.2 Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 Escrow Holder/Title Company:**

First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: _____
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 Seller’s Agent:** Sarah Spring Everett of North Pacific Properties. Any commission due Seller’s Agent shall be paid by Seller pursuant to a separate agreement.
- 1.12 Buyer’s Agent:** None.

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) September 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-

value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Roehl Finder’s Fee. Pursuant to a separate agreement, Buyer shall, if and when Closing occurs, pay a one-time fee of \$45,000 (“**Finder’s Fee**”) to Noah Roehl in his capacity as a licensed real estate agent in connection with his work organizing the Initial Assemblage. For the avoidance of doubt, Noah Roehl shall not be entitled to more than \$45,000 in the aggregate as a Finder’s Fee, despite this provision appearing in one or more Other Assemblage PSAs.

2.10 Confidentiality.

2.10.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.10.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each

party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, “**Permitted Recipients**”); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.11 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED “ENVIRONMENTAL”. Seller shall provide to Buyer the “Environmental” section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.12 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer’s Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The “**Deposit Release Conditions**” means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller’s obligation to return the released Earnest Money Deposit under certain circumstances (the “**Released Deposit Deed of Trust**”) along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the “**Released Deposit Title Policy**”), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer’s default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of

Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

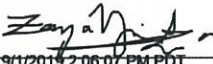
3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]

SELLER:

Authentisign

9/1/2019 2:06:07 PM PDT
ZAYA V. SAKYA

Date: 09/01/2019

Authentisign
Lhanze Sakya
9/1/2019 10:39:39 PM PDT
LHANZE Y. SAKYA

Date: 09/01/2019

SELLER NOTICE ADDRESS:

Zaya and Lhanze Sakya
2116 N 147th Street
Shoreline, WA 98133
E-Mail: lydsakya@gmail.com; AND
zsakya@gmail.com

With a copy to:
North Pacific Properties
2224 Queen Anne Ave N
Seattle, WA 98109
Attention: Sarah Spring Everett
E-Mail: sarahspring@northpacificproperties.com; AND
nppcontracts@gmail.com

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: 

Pete Lymberis, Vice President – Land

Date: 9/16/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.

SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **“Permitted Exceptions.”** Whether or not Buyer objects to them in Buyer’s Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer’s Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer’s sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller’s election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer’s failure to act within 5 business days of receipt of Seller’s election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer’s consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer’s receipt of Seller’s written request for Buyer’s consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer’s receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company’s first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer’s efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (**“Closing Conditions”**):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller’s Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to “business days”, all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer’s sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller’s notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer’s sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

EXHIBIT A

PROPERTY DESCRIPTION

LOT 18, BLOCK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

[LS]

[ZVS]

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Zaya V. Sakya and Lhanze Y. Sakya, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: LOT 18, BLK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6-7, BLK 4, GREEN LAKE FIVE ACRE TRACTS, VOL 44 PGE 4.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0140

Reference Numbers of Documents Assigned or Released: N/A

STATUTORY WARRANTY DEED

ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife (“**Grantor**”), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Grantee**”), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 18, BLOCK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON (“**Property**”).

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
ZAYA V. SAKYA

<Exhibit Do Not Sign>
LHANZE Y. SAKYA

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that ZAYA V. SAKYA and LHANZE Y. SAKYA are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A
(Permitted Exceptions)

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ (“**Purchase Agreement**”), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, “**Land**”).

For good and valuable consideration, receipt of which is hereby acknowledged, ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife (“**Seller**”), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation (“**Buyer**”), all of Seller’s right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all:

- (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, “**Assigned Property**”).

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer’s request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller’s reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
ZAYA V. SAKYA

<Exhibit Do Not Sign>
LHANZE Y. SAKYA

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Zaya V. Sakya and Lhanze Y. Sakya, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 18, BLOCK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4, GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

ASSESSOR'S TAX PARCEL NO: 777130-0140

THIS MEMORANDUM is made this 4th day of September, 2019, by ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife ("Seller").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("Buyer") dated September 16, 2019, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.



ZAYA V. SAKYA



LHANZE Y. SAKYA

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

I certify that I know or have satisfactory evidence that ZAYA V. SAKYA and LHANZE Y. SAKYA are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4th day of September, 2019.



Brittany Starks
Print Name: Brittany Starks
NOTARY PUBLIC for the State of Washington
My Commission Expires: 7/7/21

EXHIBIT E
RECOGNITION LETTER

_____, 2019

Bank of America, N.A.
101 South Tryon Street
Charlotte, NC 28255

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No: 00023573482706011
Lender: Bank of America, N.A.
Borrower: Zaya V. Sakya and Lhanze Y. Sakya
Principal Amount of Loan: \$153,000.00
Deed of Trust Recording No: 20110630001758
Collateral Property Address: 2116 N 147th Street, Shoreline, WA 98133
Date of Loan: June 24, 2011

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("**Pulte**"), for the sale of the Collateral Property identified above ("**Pulte PSA**"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period

of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT

Grantor: ZAYA V. SAKYA and LHANZE Y. SAKYA

Grantee: PULTE HOMES OF WASHINGTON, INC.

Legal Description:

Abbreviated Legal Description: LOT 18, BLK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6-7, BLK 4, GREEN LAKE FIVE ACRE TRACTS, VOL 44 PGE 4

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0140

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("**Deed of Trust**"), is made effective the _____ day of _____, 20____, between ZAYA V. SAKYA and LHANZE Y. SAKYA, husband and wife ("**Grantor**"), whose address is 2116 N 147th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

F-1

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, “**Real Property**”).

TOGETHER WITH all of Grantor’s right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor’s possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the “**Collateral**”.

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington (“**UCC**”) on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a “fixture” under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor’s obligations under that

certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>

[ZAYA V. SAKYA]

<Exhibit Do Not Sign>

[LHANZE Y. SAKYA]

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that ZAYA V. SAKYA and LHANZE Y. SAKYA are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 18, BLOCK 2, SHORELINE HEIGHTS, A REPLAT OF TRACTS 6 AND 7, BLOCK 4,
GREEN LAKE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON.

PURCHASE AND SALE AGREEMENT
(Shoreline Assemblage – Jeb Stewart Thomas and Kari Rene Thomas)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), effective as of the last date on which a party executes this Agreement (“**Effective Date**”), is by and between **PULTE HOMES OF WASHINGTON, INC.**, a Michigan corporation, and/or assigns (“**Buyer**”), and **JEB STEWART THOMAS** and **KARI RENE THOMAS**, husband and wife (“**Seller**”), with respect to that certain real property containing approximately 0.28 acres located in the City of Shoreline (“**City**”), County of King (“**County**”), State of Washington, Tax Parcel Number 777130-0110, and more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and interests appurtenant thereto (“**Property**”).

NOW, THEREFORE, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions of this Agreement.

SECTION 1. BUSINESS TERMS

- 1.1 **Purchase Price:** \$1,075,000
- 1.2 **Earnest Money Deposit:** \$40,000 (See Section 5)
- 1.3 **Buyer’s Intended Use:** A residential townhome development in which Buyer can market, build and sell townhome units to homebuyers.
- 1.4 **Required Entitlements:** SEPA Determination, Lot Line Adjustment, Site Development Permits and Building Permits (See Section 4)
- 1.5 **Closing Date:** The sooner of (i) 15 days after Buyer obtains all Required Entitlements; or (ii) 15 months after Buyer’s delivery of the Feasibility Approval Notice. Buyer shall provide Seller with a “Closing Notice” 60 days or sooner from final closing date. Notwithstanding the foregoing, Buyer may elect to close sooner, in which case, the Closing Date shall be such date specified in Buyer’s notice (“**Buyer’s Early Closing Notice**”), provided, however, that such closing date shall be no sooner than 90 days after the date of delivery of Buyer’s Early Closing Notice, unless otherwise agreed to in writing by Buyer and Seller.
- 1.6 **Closing Date Extension Options:** Two 90-day extensions (See Section 2.3)
- 1.7 **Feasibility Expiration Date:** 90 days after the Final Assemblage PSA Execution Date (See Sections 2.1 and 6)
- 1.8 **Feasibility Period Extension Options:** One 30-day extension (See Section 2.2)
- 1.9 **Title Objection Date:** 10 business days prior to the Feasibility Expiration Date (See Section 9.3)
- 1.10 **Escrow Holder/Title Company:** First American Title Insurance Company
818 Stewart Street, Suite 800,
Seattle, Washington 98101
Attn: Vivian Provence
Escrow No: 986899
Tel: 425-201-4550
E-Mail: vprovence@firstam.com
- 1.11 **Seller’s Agent:** Emily Wang, Windermere Real Estate, Midtown [KR] 11/24/2019
- 1.12 **Buyer’s Agent:** None.



[JS] 11/24/2019

SECTION 2. SPECIAL TERMS

2.1 Assemblage PSAs. In connection with Buyer's intended purchase of the Property, Buyer is negotiating for the purchase of other real property adjacent to or in the vicinity of the Property to create an assemblage. This Property and those other properties ("**Other Assemblage Properties**") and, together with the Property, the "**Initial Assemblage**") are identified in the chart below:

| Property Address | Tax Parcel Nos. | Owners |
|----------------------|-----------------|--|
| 14704 Meridian Ave N | 777130-0150 | Carter, Irene |
| 14710 Meridian Ave N | 777130-0145 | Chu, Grace |
| 2123 N 148th Street | 777130-0070 | Delaney, Mark and Amy |
| 2105 N 148th Street | 777130-0055 | Forman, John and Jennifer |
| 14718 Meridian Ave N | 777130-0060 | Inland Empire Residential Resources |
| 2117 N 148th Street | 777130-0065 | Diversified Strategies Investment Fund, LP |
| 2116 N 147th Street | 777130-0140 | Sakya, Zaya and Lhanze |
| 2122 N 147th Street | 777130-0135 | Brower, Michael and Michelle |
| 2132 N 147th Street | 777130-0125 | Bailey, Jacob and Ember |
| 2142 N 147th Street | 777130-0115 | Storey, Mark and Blanchard, Kathleen |
| 2150 N 147th Street | 777130-0110 | Thomas, Jeb Stewart and Kari Rene |

The other purchase and sale agreements that Buyer intends to enter into with the owners of each of the Other Assemblage Properties are each referred to as an "**Other Assemblage PSA**". Buyer may decide, in its sole discretion, (i) not to enter into an Other Assemblage PSA for one or more Other Assemblage Properties, (ii) not to deliver a Feasibility Approval Notice under one or more Other Assemblage PSAs, and/or (iii) not to close on the purchase of one or more of the Other Assemblage Properties, but in each case nevertheless to proceed with acquisition of the remaining Other Assemblage Properties. Whenever Buyer makes such decisions to exclude one or more Other Assemblage Properties from the Initial Assemblage (each an "**Excluded Property**") and nevertheless to proceed with acquisition of the remaining Other Assemblage Properties, Buyer shall promptly notify the Seller and those other sellers of the remaining Other Assemblage Properties of such decision ("**Excluded Property Notice**"). The Excluded Property Notice shall identify the Excluded Properties that will no longer be part of the Initial Assemblage. For purposes of this Agreement, effective upon delivery of an Excluded Property Notice, the Excluded Properties identified in the Excluded Property Notice shall no longer be a part of the Initial Assemblage or the Other Assemblage Properties and any previously-executed Other Assemblage PSAs for such Excluded Properties shall no longer be considered Other Assemblage PSAs. The date on which Buyer and the applicable owner of an Other Assemblage Property execute the last of the Other Assemblage PSAs is referred to as the "**Final Assemblage PSA Execution Date**". If the Final Assemblage PSA Execution Date has not occurred by the later of (a) November 30, 2019 or (b) six (6) months after the Effective Date, this Agreement shall terminate and the Earnest Money Deposit, less the Independent Feasibility Consideration, shall be returned to Buyer. Buyer's obligation to close on its purchase of the Property under this Agreement is contingent on the simultaneous closing on Buyer's purchase of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs. In the event that any of the Other Assemblage PSAs terminate at any time after Buyer's delivery of the Feasibility Approval Notice under this Agreement for any reason other than as a result of a breach by Buyer of its obligations under the applicable Other Assemblage PSAs, Buyer shall have the right (but not the obligation) to terminate this Agreement by written notice to Seller, and, if such termination occurs

prior to a date that is 9 months after delivery of the Feasibility Approval Notice, then upon such termination (x) Buyer shall receive prompt return of the Earnest Money Deposit, and (y) neither Seller nor Buyer shall have any further obligations to the other except those obligations, if any, which expressly survive termination of this Agreement. If such termination occurs after 9 months from delivery of the Feasibility Approval notice, the Earnest Money Deposit shall remain the property of Seller, and shall be released to Seller within 5 business days after termination of this Agreement.

2.2 Extension of Feasibility Period. Buyer shall have the right to extend the Feasibility Period one time for 30 days (the “**Feasibility Period Extension**”) by (i) delivering notice of exercise of the Feasibility Period Extension to Seller on or before the scheduled last day of the Feasibility Period; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$3,000 (“**Feasibility Extension Fee**”). The Feasibility Extension Fee shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3 Extension of Closing Date.

2.3.1 Buyer Extension Options. Buyer shall have the right to extend the Closing two times for up to 90 days each time (each, a “**Closing Date Extension**”), by Buyer (i) delivering notice exercising such Closing Date Extension to Seller on or before the then-scheduled Closing Date; and (ii) within 5 business days after delivering the applicable notice, depositing with Escrow Holder cash in the amount of \$5,000 (each, a “**Closing Extension Fee**”). The Closing Extension Fees shall be treated as part of the Earnest Money Deposit for all purposes of this Agreement.

2.3.2 Extension due to Probate or Divorce Proceedings. In the event of the divorce or death of Seller or a seller under an Other Assemblage PSA which results in an inability to close under the applicable agreement, the Closing Date under this Agreement and each Other Assemblage PSA shall be automatically extended until such date that the parties are able to close after the sooner of (i) the finalization of such divorce or probate action, or (ii) the date that the parties are otherwise authorized to close.

2.4 Termination of Leases. Seller understands and acknowledges that (i) the entire Property will need to be vacant as of the Closing Date so that Buyer can redevelop the Property for Buyer’s Intended Use and (ii) Seller will be solely responsible for any payments to tenants or other costs associated with terminating any leases and vacating the Property. Seller shall ensure that all leases terminate on or before the Closing Date and that all tenants have vacated the Property and removed all of their personal property from the Property on or before the Closing Date.

2.5 No Seller Assignment. Except as provided below, this Agreement may not be assigned in whole or in part by Seller without the written consent of Buyer and any attempt to assign this Agreement without such consent will be of no effect and will be a default hereunder.

2.6 Existing Loan. To the extent the Property is encumbered as of the Effective Date by a deed of trust or other instrument securing a loan made to Seller (“**Existing Loan**”), Seller (i) shall comply with all terms of the Existing Loan, (ii) shall not voluntarily increase the principal balance of the Existing Loan if such increase would (a) cause a default under the Existing Loan, or (b) together with any New Financing (as defined in Section 2.7 below), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%, (iii) shall promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the Existing Loan (collectively “**Existing Lender**”), and (iv) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit E that is executed by the Seller and the Existing Lender (“**Recognition Letter**”) within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable,

diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the Existing Lender regarding the Existing Loan.

2.7 New Financing. Buyer shall not incur any new or additional financing (“**New Financing**”) secured by or encumbering the Property, except to the extent that such New Financing would not (i) cause a default under the Existing Loan, or (ii) together with the Existing Loan (and any increases thereof permitted by Section 2.6), cause the aggregate indebtedness secured by the Property to exceed a loan-to-value ratio of 80%. Buyer shall also (a) comply with all terms of the Existing Loan, (b) promptly forward copies of any and all notices and statements and other communications received from the holder or servicer of the New Financing (collectively “**New Lender**”), and (c) shall deliver to Buyer an original Recognition Letter in the form attached hereto as Exhibit that is executed by the Seller and the New Lender within 60 days after the Effective Date or as soon thereafter as is practicable, as long as Seller is using reasonable, diligent and good faith efforts to obtain such fully-executed Recognition Letter. Buyer is hereby authorized by Seller to communicate directly with the New Lender regarding the New Financing.

2.8 Compliance with Seller’s Loans. Subject to any applicable notice and cure periods under the Existing Loan or New Financing (each, a “**Seller’s Loan**”), any breach or default by Seller with respect to a Seller’s Loan shall constitute a default by Seller under this Agreement, and in such event, in addition to the other remedies available to Buyer under Section 14.3 below for a Seller default, Buyer, at Buyer’s election, shall have the option (but not obligation) to cure the default under the applicable Seller’s Loan or pay off the applicable Seller’s Loan on behalf of Seller and offset against that portion of the Purchase Price due Seller at Closing an amount equal to (i) the cost of such cure or payoff, plus (ii) interest thereon from the date such cure was made until Closing at a rate equal to 12% per annum (or the highest rate permitted by law, whichever is less).

2.9 Confidentiality.

2.9.1 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean the non-public, confidential information related to (i) the existence or pendency of this transaction, (ii) the material economic terms of this transaction, and (iii) any other information or materials shared by the other party or its affiliates and/or their agents related to this transaction, whether shared before or after the Effective Date, that either a party or its agents have expressly designated as confidential or would otherwise be reasonably considered to be confidential. Notwithstanding the foregoing, in no event shall the following be considered Confidential Information: (a) any information that becomes publicly available without breach of this Agreement; (b) any information that can be shown by documentation to have been previously known to a party and/or its affiliates at the time of its disclosure or delivery by the other party, its affiliates and/or their agents; (c) any information rightfully received by a party and/or its affiliates from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (d) any information that a party can demonstrate was independently developed by such party and/or its affiliates without use of or reference to any Confidential Information.

2.9.2 Non-Disclosure of Confidential Information. Each party shall treat the Confidential Information with the same degree of care and confidentiality that such party exercises in protecting and preserving its own confidential information and shall use reasonable and good faith efforts to avoid and prevent the disclosure of Confidential Information to third parties; provided that (i) each party may disclose the Confidential Information if so compelled by judicial or other governmental order, so long as the disclosing party shall give the other party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation, (ii) each party may disclose the Confidential Information to those third parties integral to the

transaction contemplated under this Agreement, such as Escrow Holder and Title Company, and (iii) each party may disclose the Confidential Information to existing or potential investors, joint venture partners or lenders, as well as to the officers, employees, attorneys, advisors, consultants or affiliates of Seller or Buyer, as the case may be, or of any of the foregoing parties (collectively, "**Permitted Recipients**"); provided further that the disclosing party first makes any Permitted Recipients aware of the confidential nature of the Confidential Information and such Permitted Recipients acknowledge their responsibility to preserve the confidentiality of the Confidential Information.

2.10 Form 17 Disclosure and Waivers. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Seller shall provide to Buyer the "Environmental" section of the Seller Disclosure Statement during the Feasibility Period. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership and development of real estate projects similar to the Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

2.11 Release of Earnest Money Deposit to Seller. If all Closing Conditions are satisfied 60 days prior to the Closing Date as specified in the Closing Notice or Buyer's Early Closing Notice, and the Deposit Release Conditions (as defined below) are satisfied, Seller shall be entitled to release of the Earnest Money Deposit out of escrow within 5 business days thereafter. The "**Deposit Release Conditions**" means (i) Seller has delivered to Escrow Holder a duly executed and acknowledged deed of trust in the form of Exhibit F attached hereto securing Seller's obligation to return the released Earnest Money Deposit under certain circumstances (the "**Released Deposit Deed of Trust**") along with written authorization to record the Released Deposit Deed of Trust against the Property, (ii) Escrow Holder has recorded the Released Deposit Deed of Trust against the Property, (iii) Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Loan Policy of Title Insurance together with the following endorsements: CLTA 111.2 (if the Released Deposit Deed of Trust will have second-lien priority), ALTA 8, ALTA 9, ALTA 17.1, ALTA 18, ALTA 19, CLTA 110.1, CLTA 116.7 and CLTA 101.3 (the "**Released Deposit Title Policy**"), insuring the validity and first- or second-lien priority of the Released Deposit Deed of Trust in the amount of the Earnest Money Deposit, and (iv) if the Released Deposit Deed of Trust is in second-lien priority, Buyer has received a signed Recognition Letter from the Existing Lender or New Lender in first-lien position. In the event this Agreement is terminated as a result of Buyer's default hereunder or if Seller is otherwise entitled to retain the Earnest Money Deposit following termination of this Agreement, Buyer shall deliver to Seller within 5 business days after written request such documents and/or instruments as are reasonably requested by Seller to reconvey the beneficial interest under the Released Deposit Deed of Trust. Buyer shall pay the premium for the

Released Deposit Title Policy and the recording and reconveyance fees for the Released Deposit Deed of Trust.

SECTION 3. EXECUTION AND BINDING EFFECT

3.1 Elements of Agreement. This Agreement consists of (i) the “**Business Terms**” set forth in Section 1 above, (ii) the “**Special Terms**” set forth in Section 2 above, (iii) this Section 3, (iv) the Signature Pages for Buyer and Seller below, (iv) the “**Standard Terms**” set forth in Sections 4 through 16 below, and (iv) the following attached Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Statutory Warranty Deed
- Exhibit C – Bill of Sale and Assignment
- Exhibit D – Memorandum of Agreement
- Exhibit E – Recognition Letter
- Exhibit F – Released Deposit Deed of Trust

To the extent the Business Terms or the Special Terms conflict with the Standard Terms, the applicable Business Terms or the Special Terms shall govern.

3.2 Entire Agreement; Amendment. This Agreement is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

3.3 Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Buyer and Seller. If Seller is comprised of more than one person and/or entity, all such persons and entities shall be jointly and severally liable for the obligations of Seller under this Agreement.

3.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by email shall have the same effect as original ink signatures.

[Signatures follow on next two pages]



SELLER:

Authentisign
Jeb S Thomas

11/24/2019 11:04:48 PM PST
JEB STEWART THOMAS

Date: 11/24/2019

Authentisign
Kari R Thomas

11/24/2019 11:37:58 PM PST
KARI RENE THOMAS

Date: 11/24/2019

SELLER NOTICE ADDRESS:

Jeb Stewart Thomas and Kari Rene Thomas
2150 N 147th Street
Shoreline, WA 98133
E-Mail: _____

With a copy to:

Attention: _____
E-Mail: _____

PL

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____

Pete Lymberis, Vice President – Land

Date: _____

11/24/19

BUYER NOTICE ADDRESS:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com

With a copy to:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Kevin Hahm
E-Mail: kevin.hahm@pultegroup.com

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com

With a copy to:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, Washington 98164
Attention: Marc Kretschmer
E-Mail: marc@fksdo.com

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TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the "reporting person" for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

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STANDARD TERMS

SECTION 4. ENTITLEMENTS.

4.1 Generally. The term “**Entitlements**” means all final approvals, permits, entitlements, and other authorizations from City, County and/or other applicable governmental agencies and utilities approving development of the Property (each, an “**Authority**” and collectively, the “**Authorities**”), supported by complete and accurate applications, plans, maps, agreements, documents, and other reports deemed necessary or appropriate by Buyer to complete subdivision and development of the Property (and other adjacent and neighboring properties) for Buyer’s Intended Use. Entitlement include without limitation, the SEPA Determination, Preliminary Plat Approval and Engineering Approval defined below. To the extent those or any other Entitlements are expressly identified as Required Entitlements in Section 1.4 above, as further described in Section 4.10 below, those Entitlements are essential to Buyer’s ability to close on the purchase of the Property. From and after the Effective Date, Buyer, at its expense, shall have the right to prepare and obtain the approval by all applicable Authorities of all applications, documents, agreements, maps, plans and specifications deemed necessary or desirable by Buyer in its pursuit of any and all Entitlements, whether Required Entitlements or otherwise.

4.2 SEPA Determination. As used herein, “**SEPA Determination**” means a final, non-appealable determination or decision under the State Environmental Protection Act approving development of the Property consistent with Buyer’s Intended Use, including a conformance review, on terms and conditions satisfactory to Buyer, in its sole discretion.

4.3 Preliminary Plat Approval. [Omitted].

4.4 Engineering Approval. [Omitted].

4.5 Lot Line Adjustment. As used herein, “**Lot Line Adjustment**” means that the City has approved an adjustment of the lot lines on the Property to allow Buyer’s Intended Use, on terms and conditions satisfactory to Buyer, and all applicable appeal periods for such approval have expired without any appeals being filed, or if appeals were filed, such appeals being dismissed or resolved to Buyer’s satisfaction. It is the parties’ intention that Buyer will obtain City approval of the Lot Line Adjustment as a Required Entitlement, but that the recording and implementation of the Lot Line Adjustment will occur after Closing.

4.6 Site Development Permits. As used herein, “**Site Development Permits**” means that all necessary permits and approvals for site development and right-of-way development necessary for Buyer to commence clearing, grading, utility and roadway construction have been issued or are available for pick up.

4.7 Building Permits. As used herein, “**Building Permits**” means all building, utilities and other permits that are required to allow Buyer to commence construction of townhomes on the Property have been issued or are available for pick up.

4.8 Buyer Efforts. If Buyer delivers the Feasibility Approval Notice, Buyer will thereafter use diligent, good faith and commercially reasonable, efforts to obtain the Required Entitlements with the goal of obtaining them prior to the Closing Date.

4.9 Seller’s Cooperation. Seller shall reasonably cooperate at Buyer’s request from time to time with any effort by Buyer prior to Closing to obtain all Entitlements. Seller’s cooperation shall include without limitation promptly (and in any event within 5 business days after a request) signing applications and other submittals for permits and approvals and attendance at meetings and hearings. Seller shall have

no obligation to incur any out-of-pocket cost in providing cooperation under this Section 4.9. Notwithstanding Seller's cooperation, Buyer shall have the sole responsibility for the processing of all applications for permits and approvals, and for the outcome of those applications.

4.10 Inability to Obtain Required Entitlements. Seller acknowledges and agrees that (i) despite committing to use diligent, good faith and commercially reasonable efforts, Buyer cannot guarantee obtaining the Required Entitlements prior to the Closing Date; (ii) Buyer is unlikely to close on purchase of the Property unless it has obtained the Required Entitlements prior to the Closing Date; and (iii) if Buyer determines that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, by written notice to Seller, Buyer may terminate this Agreement, and in such event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, except as otherwise set forth in this Agreement. Notwithstanding the foregoing, if Buyer elects to terminate this Agreement on or after the date that is 9 months after delivery of the Feasibility Approval Notice due to Buyer's determination under this Section 4.10 that it is unlikely to obtain the Required Entitlements on terms and conditions satisfactory to Buyer prior to the Closing Date, Seller shall be entitled to retain the Earnest Money Deposit, which shall be released to Seller within 5 days of termination. In such event, Buyer and Seller agree that the Escrow Holder is instructed to release the Earnest Money to Seller without need of further authorization by Buyer.

SECTION 5. EARNEST MONEY; INDEPENDENT CONSIDERATION.

5.1 Earnest Money Deposit. Within 5 business days after Buyer's delivery of the Feasibility Approval Notice, Buyer shall deposit with Escrow Holder in cash the Earnest Money Deposit. The Earnest Money Deposit shall be held by Escrow Holder in an interest-bearing account with all interest accruing thereon being for the benefit of Buyer and being added to the Earnest Money Deposit. If Buyer delivers the Feasibility Approval Notice by the Feasibility Expiration Date, the Earnest Money Deposit shall be non-refundable to Buyer, except the Earnest Money Deposit shall be returned to Buyer if this Agreement terminates due to (i) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's inability to obtain Required Entitlements under Section 4.10; (ii) Buyer's election to terminate under Sections 9.3 and/or 9.4 below as a result of a title objection to which Buyer timely objected and which Seller refused to remove; (iii) a failure of a Closing Condition under Section 10 below; (iv) a Seller default under Section 14.3 below; (v) damage, destruction or condemnation under Section 16.3 below; or (vi) prior to the date that is 9 months after delivery of the Feasibility Approval Notice, Buyer's election to terminate the Agreement pursuant to Section 2.1 above. The Earnest Money Deposit shall be applicable to the Purchase Price.

5.2 Independent Consideration. Within 5 business days after the Effective Date, Pulte shall deliver to Escrow Holder the amount of \$100.00 ("**Independent Consideration**") as independent consideration for Seller's performance under this Agreement which shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided therein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds with Escrow Holder. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Earnest Money Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Earnest Money Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 5.2. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Feasibility Period, and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

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SECTION 6. FEASIBILITY CONTINGENCY. Buyer is entering into this Agreement with the intention of acquiring the Property for Buyer's Intended Use after obtaining all Required Entitlements. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's determination, in the exercise of Buyer's sole discretion, that the Property is suitable for Buyer's Intended Use and that the development of the Property for Buyer's Intended Use is economically feasible ("**Feasibility Contingency**"). Buyer's determination with respect to the satisfaction of the Feasibility Contingency shall be given by written notice from Buyer to Seller ("**Feasibility Approval Notice**") on or before the Feasibility Expiration Date. If the Feasibility Approval Notice is not received by Seller on or before the Feasibility Expiration Date, Buyer shall be deemed to have disapproved the Feasibility Contingency, whereupon this Agreement shall terminate and the Earnest Money Deposit shall be returned within 2 business days after termination.


SECTION 7. PROPERTY INFORMATION. Not later than 3 business days after the Effective Date, Seller shall deliver to Buyer a legal description of the Property as well as copies of all tests, surveys, contracts, reports, studies, maps, plans, records, correspondence and other documents and/or information relating to the Property in Seller's possession or control ("**Due Diligence Documents**").

SECTION 8. RIGHT OF ENTRY. During the term of this Agreement, Buyer and its employees, representatives, agents, consultants and contractors (collectively, "**Buyer Parties**") shall be entitled to (a) enter upon the Property upon no less than 72 hours' advance notice when entering the home located on the Property, and 48 hours' advance notice when entering the Property, but not the home, to conduct investigations and studies and to perform soil, engineering and other studies and investigations and to pursue Entitlements, all of which shall be conducted at Buyer's sole expense, and (b) show the Property to prospective purchasers, homebuyers and lenders. Buyer shall promptly repair any damage caused to the Property arising from the exercise of Buyer's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including reasonable attorneys' fees and costs) that arise as a result of the Buyer Parties' conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct and/or for any adverse condition or defect on or affecting the Property not caused by Buyer, but discovered or impacted during their inspections. Buyer's obligations under this Section shall survive termination of this Agreement.

SECTION 9. TITLE MATTERS.

9.1 Title Policy. At Closing, Seller shall cause Title Company to issue to Buyer a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance with a patent endorsement and an endorsement deleting arbitration) in the amount of the Purchase Price, insuring Buyer against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("**Title Policy**"). The Title Policy shall provide owner's extended coverage with Buyer paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage ("**Owner's Title Affidavit**").

9.2 Commitment. Within 5 business days following the Effective Date, Buyer shall order from Title Company a preliminary commitment for the Title Policy ("**Initial Commitment**") encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. Buyer shall pay Title Company's cancellation charges if this Agreement terminates.

9.3 Title Review. On or before the Title Objection Date, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the exceptions shown in the Initial Commitment. If Buyer fails to deliver Buyer's Title Notice on or before the Title Objection Date, Buyer 

shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Buyer shall be **"Permitted Exceptions."** Whether or not Buyer objects to them in Buyer's Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Buyer disapproves of any exceptions, Seller shall, within 5 business days after receipt of Buyer's Title Notice, notify Buyer in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within 5 business days, Seller shall be deemed to have elected to not remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Buyer's sole options shall be either (x) accept the disapproved exceptions as Permitted Exceptions or (y) by written notice to Seller within 5 business days of Seller's election of non-removal, to terminate this Agreement, in which case the Earnest Money Deposit and any Feasibility Extension Fees and Closing Extension Fees shall be returned to Buyer within 2 business days after termination. Buyer's failure to act within 5 business days of receipt of Seller's election not to remove any disapproved exceptions shall be deemed an election under clause (x) to accept the disapproved exceptions as Permitted Exceptions.

9.4 New Exceptions. From the Effective Date until Closing, Seller shall not, without the prior consent of Buyer, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. Any such new exceptions, if approved by Buyer, shall be deemed Permitted Exceptions. Buyer's consent to any such item shall be deemed given if Buyer does not provide Seller with its written objection to such item within 5 business days after Buyer's receipt of Seller's written request for Buyer's consent to such item. With respect to any other title exceptions first appearing or disclosed after Buyer's receipt of the Initial Commitment, the notice and response procedure set forth in Section 9.3 shall be repeated, with the Title Objection Date for such new title exceptions being 5 business days after the Title Company's first disclosure of such new title exceptions to Buyer. If necessary, to accommodate the notice and response periods for a new exception, the Closing Date shall be extended on a day for day basis.

9.5 Survey. On or before the Title Objection Date, Buyer shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Buyer's efforts to obtain a separate or updated survey for the benefit of Buyer and Title Company. Failure to make arrangements for a required survey shall not be a default by Buyer under this Agreement, but in such event Buyer agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Buyer.

SECTION 10. CLOSING CONDITIONS. The obligations of Buyer under this Agreement and consummation of Closing are absolutely contingent upon satisfaction or waiver by Buyer of each of the following conditions precedent on or before the Closing Date (**"Closing Conditions"**):

10.1 Approval of AMC; Feasibility. On or before the Feasibility Expiration Date, the Asset Management Committee of Pulte shall have approved the transaction contemplated under this Agreement and Buyer shall have delivered to Seller the Feasibility Approval Notice (as defined in Section 6).

10.2 Seller's Performance. Seller shall have fulfilled all obligations of Seller under this Agreement to be performed by Seller on or before Closing and the representations and warranties of Seller set forth in this Agreement shall remain true and correct in all material respects as of Closing.

10.3 Title Insurance. The Title Company shall have irrevocably committed to issue to Buyer at Closing the Title Policy.

10.4 Required Entitlements. All applicable Authorities shall have finally approved the Required Entitlements on terms and subject to conditions acceptable to Buyer in its sole and absolute discretion and all periods for appeal or other challenge, whether administrative or judicial, shall have passed without the filing or bringing of any appeal or other challenge, or if any appeal, challenge or application is filed, that the appeal, challenge or application is resolved on terms satisfactory to Buyer in its sole discretion.

10.5 No Moratoriums or Injunctions. There shall be no pending or threatened moratorium or other governmental action or proceeding by any Authority, or any injunction or similar restriction imposed by a private entity, which would prohibit or restrict utility services to the Property or the ability to obtain building permits to construct homes on the Property or other development of the Property with single-family residences.

10.6 Hazardous Substances. The Property shall be free and clear of any Hazardous Substances (as defined in Section 12.1) except (i) as disclosed in writing to Buyer through studies, reports, or other disclosures provided to Buyer in writing during the Feasibility Period; or (ii) discovered by Buyer during the Feasibility Period and not removed or agreed to be removed by Seller prior to Closing.

10.7 Leases. Any leases, licenses and other agreements entitling any party to occupy any portion of the Property shall have been terminated and all occupants of the Property shall have vacated the Property.

10.8 No Material Adverse Change. There shall not have been a material adverse change in the physical or other condition of the Property between the Effective Date and the Closing Date, ordinary wear and tear excepted.

10.9 Closing on Other Assemblage Properties. Closing under the Agreement is occurring concurrently with Buyer's closing on the purchases of all of the Other Assemblage Properties in accordance with the Other Assemblage PSAs.

The Closing Conditions are solely for the benefit of Buyer and Buyer may, in its sole and absolute discretion and by delivery of written notice to Seller and Escrow Holder, elect to waive any or all of such conditions precedent and proceed with Closing if such conditions have not been satisfied on or before the applicable deadline. Any waiver of a Closing Condition by Buyer shall be evidenced by written notice. In the event that any of Closing Conditions are not satisfied or waived on or before the Closing Date, or such earlier date as may be applicable, as the case may be, then Buyer shall have the right to terminate this Agreement at any time thereafter (until all such Closing Conditions have been satisfied), at its sole discretion, by giving notice thereof to Seller, in which event the Earnest Money Deposit shall be returned to Buyer within 2 business days after termination, provided, however if the only Closing Condition that is not satisfied is the Closing Condition set forth in Section 10.4, the Earnest Money Deposit shall not be returned to Buyer, and Seller shall be entitled to retain the Earnest Money Deposit. Notwithstanding the foregoing, Buyer shall be entitled to exercise any remedy available to Buyer under this Agreement in the event that the failure to satisfy a Closing Condition is the result of a breach by Seller of any of its obligations under this Agreement.

SECTION 11. CLOSING

11.1 Closing. For purposes of this Agreement, the term "**Closing**" shall mean the date of delivery and recording of the Deed (as defined in Section 11.2.1) from Seller to Buyer, the delivery of the other Closing Documents (as defined in Section 11.2) and Buyer's payment of the Purchase Price to Seller. Closing shall take place on the Closing Date specified in Section 1.5 in the offices of Escrow Holder, and Escrow Holder shall perform the duties of escrow agent.

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11.2. Closing Documents. On or before Closing, the parties shall execute and deposit with Escrow Holder for delivery to the other parties at Closing the following documents ("**Closing Documents**"):

11.2.1 A Statutory Warranty Deed executed and acknowledged by Seller, substantially in the form attached as Exhibit B, to convey marketable fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 9.3 ("**Deed**"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

11.2.2 A Bill of Sale and Assignment, executed and acknowledged by Seller, substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property ("**Bill of Sale**").

11.2.3 An Excise Tax Affidavit, which Buyer and Seller shall duly execute and acknowledge.

11.2.4 An affidavit executed by Seller pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

11.2.5 The Owner's Title Affidavit and such other documents as may be reasonably or customarily required by the Title Company or Escrow Holder to issue the Title Policy and close this transaction.

11.3 Closing Costs. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half of the escrow fee and other customary seller's closing costs. Buyer shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary buyer's closing costs.

11.4 Property Taxes, Assessments, Utilities. Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing. Seller shall pay all roll-back or back-taxes, interest and/or penalties associated with removing the Property from any agricultural, timberland, forest land or open space designations.

11.5 Escrow Instructions. This Agreement is intended by the parties to set forth the escrow instructions to Escrow Holder. Nonetheless, Seller and Buyer agree to execute and deliver to Escrow Holder any additional instructions requested by the Escrow Holder for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

11.6 Possession. Buyer shall be entitled to possession of the Property at Closing.

SECTION 12. REPRESENTATIONS AND COVENANTS OF SELLER

12.1 Seller's Representations. Seller represents, warrants and covenants to Buyer, as of the Effective Date and as of the Closing Date, that, except as otherwise disclosed in the Due Diligence Documents provided by Seller: (i) Seller has the full right, capacity, power and authority to enter into and perform the terms and conditions under this Agreement without the approval or consent of any other person or entity; (ii) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (iii) Seller is the sole owner in fee simple of the Property and has not alienated, encumbered, transferred, leased (except pursuant to those leases included in the Due Diligence Documents and which will not survive Closing), assigned or otherwise conveyed its interest in the Property or any portion thereof, and shall not enter into any such agreement prior to Closing; (iv) to

Seller's knowledge, there is no pending or threatened suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, or any judgment, moratorium or other government policy or practice which affects the Property; (v) to Seller's knowledge, there is no condition of the Property that violates any applicable law or governmental requirements, nor does there exist any uncured notices which have been served by any Authority of violations of laws, rules or regulations which would affect the Property or any portion thereof or for Buyer's Intended Use; (vi) Seller shall complete the section of the Seller Disclosure Statement entitled "Environmental" to the best of Seller's knowledge; (vii) there are no options to purchase, rights of first refusal, leases, subleases, occupancies or tenancies in effect pertaining to the Property entered into by Seller that will survive the Closing and Seller has not entered into any oral agreements with anyone with respect to any right of use, occupancy or possession of the Property; and (viii) Seller has made no commitments to any neighbor, Authority, school board, church or other religious body, homeowners' association, or any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. These representations and warranties of Seller shall survive Closing and the delivery and recording of the Deed.

12.2 Maintenance of Property. Seller shall punctually and faithfully perform all of its obligations under any agreements or loans affecting or encumbering the Property, including paying, before delinquency, all taxes, assessments, loan payments, utility charges and other expenses when due. Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

12.3 AS IS DISCLAIMER. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS ACQUIRING THE PROPERTY AT CLOSING IN AN "AS IS" CONDITION, WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, NEITHER SELLER NOR ANY PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER OR OTHER REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WHATSOEVER REGARDING THE PROPERTY, EITHER EXPRESS OR IMPLIED, AND THAT, EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS, BUYER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR SUBSTANCES ON OR UNDER THE PROPERTY; (B) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, RULES OR REQUIREMENTS, WHETHER RELATING TO ZONING, SUBDIVISION, PLANNING, BUILDING, FIRE, SAFETY, HEALTH OR ENVIRONMENTAL MATTERS, OR OTHERWISE; (C) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD); (D) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS; (E) THE DENSITY THAT BUYER MAY ACHIEVE IN DEVELOPING THE PROPERTY; OR (F) THE AVAILABILITY OF BUILDING, EXCAVATION AND OTHER PERMITS OR ENTITLEMENTS THAT MAY BE NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY.

SECTION 13. BROKERS AND COMMISSIONS. Each party represents and warrants to the other party, that, except as expressly provided in Sections 1.11 and 1.12, it has neither agreed to nor authorized

any fees or commissions with respect to this transaction and it shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

SECTION 14. REMEDIES

14.1 Opportunity to Cure and Default. For the breach of any covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within 10 business days after receiving such notice. In the event that a default and cure period under one or more Other Assemblage PSAs causes the closing dates under such Other Assemblage PSAs to be extended, then Buyer shall promptly notify Seller of such event and the Closing Date under this Agreement shall be extended for an equivalent period of time.

14.2 Seller's Remedies. If (i) all conditions to Closing for the benefit of Buyer are satisfied or waived in writing and Buyer fails to complete Closing, and such failure continues after Buyer has received the notice and opportunity to cure under Section 14.1 above, or (ii) if at any time after deliver of the Feasibility Approval Notice, Buyer affirmatively notifies Seller in writing that Buyer wishes to terminate this Agreement without having a separate express right to terminate under another provision of this Agreement, as Seller's sole and exclusive right and remedy and in lieu of any other relief, this Agreement shall terminate and Seller shall be entitled to receive the full amount of the Earnest Money Deposit, to the extent at the time of such termination either then on deposit with the Title Company in escrow or previously released to Seller, as liquidated damages. Seller hereby releases and waives all other rights and remedies, including, without limitation, any right to specifically enforce performance of this Agreement or to recover any damages incurred as a result of any failure by Buyer to close or elective termination by Buyer.

14.3 Buyer's Remedies. In the event of any default by Seller without legal excuse, Buyer may elect to pursue any of the following remedies: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be immediately returned to Buyer; or (ii) maintain an action for specific performance or other injunctive relief.

14.4 Post-Closing Remedies; Indemnifications. The releases, waivers and limitations on remedies set forth in Section 14.2 and Section 14.3 shall not apply to any claim or cause of action that a party may be entitled to assert (i) under any indemnity agreement set forth in this Agreement, or any document executed at Closing, or (ii) by reason of any breach of this Agreement or document executed at Closing which occurs after Closing.

SECTION 15. MEMORANDUM OF AGREEMENT. Concurrently with the execution and delivery of this Agreement, Seller shall deliver to Escrow Holder one duly executed and acknowledged original Memorandum of Agreement in the form of Exhibit D attached hereto ("**Memorandum of Agreement**"). Upon receipt of the Feasibility Approval Notice, Escrow Holder shall cause the Memorandum of Agreement to be recorded against the Property in the real property records of the County.

SECTION 16. GENERAL PROVISIONS

16.1 Notices. Any demand, request or notice which either Party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the address listed for such party on its signature page or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m., Pacific Time,

on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) 3 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party hereto shall constitute notice from that party.

16.2 Time. Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days", all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, or if the computed date for Closing or any other event that requires recording of documents falls on a day on which the applicable county recording office is closed, then the time period or date in question shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

16.3 Condemnation; Casualty. If, prior to Closing, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending or threatened taking which has not yet been consummated), or if the Property is damaged by a casualty or natural disaster, then upon the occurrence of any of such events Seller shall immediately notify Buyer of such fact. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the Escrow upon written notice to Seller and Title Company not later than 5 business days after receipt of Seller's notice thereof. If this Agreement and the Escrow are so terminated, all documents and funds, including the Earnest Money Deposit then paid by Buyer and any Feasibility Extension Fees and Closing Extension Fees, shall be returned by Escrow Holder to each Party who so delivered the same, and neither Party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne by Buyer. Alternatively, Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards or insurance proceeds made or to be made in connection with such condemnation or eminent domain or casualty, and the Parties shall proceed to the Closing pursuant to the terms hereof, without any reduction in the Purchase Price.

16.4 No Third Party Beneficiaries. This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

16.5 No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Buyer and Seller.

16.6 No Merger. The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

16.7 Rule Against Perpetuities. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate 21 years after the Effective Date.

16.8 Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

16.9 Captions. The captions contained in this Agreement are inserted only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

16.10 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

16.11 Attorneys' Fees. In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

16.12 Governing Law and Venue. This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

PL

EXHIBIT A

PROPERTY DESCRIPTION

[JSJ]

11/24/2019

[KRJ]

11/24/2019

LOT 12 AND EAST HALF OF LOT 13 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED
IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON

PL

EXHIBIT B

DEED

AFTER RECORDING, RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

STATUTORY WARRANTY DEED

Grantor: Jeb Stewart Thomas and Kari Rene Thomas, husband and wife

Grantee: Pulte Homes of Washington, Inc., a Michigan corporation

Legal Description:

1. Abbreviated form: Lt 12 and ptn Lt 13, Blk 2, Shoreline Heights.
2. Additional legal description is on Exhibit A of document.

Assessor's Property Tax Parcel or Account Number: 777130-0110

Reference Numbers of Documents Assigned or Released: _____ N/A



STATUTORY WARRANTY DEED

JEB STEWART THOMAS and KARI RENE THOMAS, husband and wife ("**Grantor**"), for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, convey and warrant to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Grantee**"), the following described real estate situated in the City of Shoreline, King County, Washington:

LOT 12 AND EAST HALF OF LOT 13 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON ("**Property**").

This conveyance is made by Grantor subject only to the exceptions to title set forth in Exhibit A attached hereto.

Dated as of _____, 201__.

GRANTOR:

<Exhibit Do Not Sign>
JEB STEWART THOMAS

<Exhibit Do Not Sign>
KARI RENE THOMAS

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JEB STEWART THOMAS and KARI RENE THOMAS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

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EXHIBIT A
(Permitted Exceptions)



EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Reference is hereby made to (a) that certain land located in the City of Shoreline ("City"), County of King ("County"), State of Washington, and described in more detail on Exhibit A of that certain Purchase and Sale Agreement between Seller and Buyer (as such parties are defined below) dated as of _____, 201__ ("Purchase Agreement"), (b) the improvements located thereon, and (c) the rights, privileges and entitlements incident thereto (collectively, "Land").

For good and valuable consideration, receipt of which is hereby acknowledged, JEB STEWART THOMAS and KARI RENE THOMAS, husband and wife ("Seller"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("Buyer"), all of Seller's right (and no obligations), title, interest, and materials in connection with the use, management, development or enjoyment of the Land including, without limitation, all: (i) entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto; (ii) any and all tangible and intangible personal property used in connection with the Land, including, without limitation, currently applicable design drawings, design guidelines, architectural plans and specifications, studies and reports, and any trademarks or logos used in connection therewith; (iii) any improvements located on the Land; (iv) any and all prepaid fees, charges, contributions, credits, refunds or reimbursements, or rights to any of the foregoing, of any nature from the City, County or any other governmental or private entity that may be applicable to or usable in lieu of any fees, assessments or other financial obligations paid or payable to a governmental or private entity for public or private facilities, parks or other improvements or amenities of any nature, to the extent related to the Land or otherwise payable to Seller for any reason in connection with the Land; (v) all currently applicable design concepts and guidelines, engineering data, cost data and all permits, licenses, certificates of occupancy and entitlements related to the Land; (vi) all rights, remedies, warranties, and indemnities under the consultant contracts, service agreements and construction contracts of Seller that pertain to or benefit the Land and (vii) all warranties, rights, claims, counterclaims, defenses, indemnities or actions, whether at common law, or pursuant to any other applicable federal, state or other laws which Seller may have against any third party with respect to the Land, including, without limitation, those relating to the existence of any Hazardous Substances (as defined in the Purchase Agreement) in, at, on, under or about the Land (collectively, "Assigned Property").

Seller represents to Buyer that: (a) all payments due or payable by Seller with respect to the Assigned Property have been made; (b) Seller shall make all payments prior to the applicable due date for services performed prior to the date hereof in connection with the Assigned Property but first invoiced after the date hereof; (c) Seller has not previously assigned, transferred, pledged or otherwise conveyed any portion of the Assigned Property; and (d) Seller is not in default and there has occurred no uncured event that, with notice, the passage of time or both, would be a default by Seller with respect to any part of the Assigned Property, and Seller has received no notice of any such default which remains uncured.

If any of the rights assigned to Buyer with respect to the Assigned Property are not enforceable by Buyer, then Seller shall, at Buyer's request, exercise commercially reasonable efforts to enforce such rights for the benefit of Buyer, as required under the circumstances; provided, however, that Buyer shall pay Seller's reasonable out-of-pocket costs incurred in such enforcement efforts.

Seller and Buyer each hereby covenant that they will, at any time and from time to time upon written request therefor, execute and deliver to the other party, its nominees, successors and /or assigns, any new or confirmatory instruments and do and perform any other acts which either party, or its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and

protect the rights of such party, its nominees, successors and/or assigns in, the Assigned Property as contemplated by this Bill of Sale and Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment as of _____, 201__.

SELLER:

<Exhibit Do Not Sign>
JEB STEWART THOMAS

<Exhibit Do Not Sign>
KARI RENE THOMAS

BUYER:

PULTE HOMES OF WASHINGTON, INC.,
a Michigan corporation

By: _____ <Exhibit Do Not Sign>
Name: _____
Title: _____

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EXHIBIT D
MEMORANDUM OF AGREEMENT

[See Attached]

PL

AFTER RECORDING RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attn: Pete Lymberis

**MEMORANDUM
OF
PURCHASE AND SALE AGREEMENT**

GRANTOR: Jeb Stewart Thomas and Kari Rene Thomas, husband and wife

GRANTEE: Pulte Homes of Washington, Inc., a Michigan corporation

LEGAL DESCRIPTION:

The real property situated in the City of Shoreline, County of King, State of Washington, is legally described as follows:

LOT 12 AND EAST HALF OF LOT 13 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY, WASHINGTON

ASSESSOR'S TAX PARCEL NO: 777130-0110

THIS MEMORANDUM is made this ____ day of _____, 201____, by JEB STEWART THOMAS and KARI RENE THOMAS, husband and wife ("**Seller**").

Seller entered into a Purchase and Sale Agreement with Pulte Homes of Washington, Inc., a Michigan corporation ("**Buyer**") dated _____, 201____, with regard to the real estate described above. The purpose of this Memorandum is to give notice of the Purchase and Sale Agreement, and it in no way modifies or amends the above-described agreement.

JEB STEWART THOMAS

KARI RENE THOMAS

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JEB STEWART THOMAS and KARI RENE THOMAS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

PL

EXHIBIT E
RECOGNITION LETTER

_____, 2019

[Insert Lender Name and Address]

Re: Notice of New Pulte Purchase and Sale Agreement
Loan Reference No:
Lender:
Borrower:
Principal Amount of Loan:
Deed of Trust Recording No:
Collateral Property Address:
Date of Loan:

Dear Lender:

As Borrower under the above-referenced Loan, we are pleased to notify you that we have successfully entered into a purchase and sale agreement with Pulte Homes of Washington, Inc. ("Pulte"), for the sale of the Collateral Property identified above ("Pulte PSA"). A copy of the Pulte PSA is attached. As described in the Pulte PSA, it is contemplated that a Memorandum of the Pulte PSA will be recorded against the Collateral Property.

The Pulte PSA and the Memorandum will at all times remain subordinate to the Loan, and neither Pulte nor we are asking the Lender to be bound by the terms of the Pulte PSA.

However, to assist Pulte in its decision to waive feasibility, expend considerable amounts pursuing permits and entitlements and proceed towards closing of the possible purchase of the Collateral Property under the Pulte PSA, Pulte has requested that you, as Lender, provide the following assurances with respect to the Loan:

1. As of the date of this letter, the outstanding principal balance of the Loan is approximately \$_____, and, to Lender's knowledge, Borrower is not in default or breach of the Loan.
2. Execution of the Pulte PSA, recording of the Memorandum and closing on the sale of the Collateral Property to Pulte pursuant to the Pulte PSA (as long as the Loan is paid off at such closing) will not constitute breaches or defaults under the Loan.
3. If there is a default or breach by Borrower under the Loan, Lender will notify Pulte at the addresses indicated below for Pulte and, before completing any foreclosure or bankruptcy

PL

proceeding against Borrower, Pulte shall have the option (but not the obligation) for a period of 30 days from the date of delivery of such notice to Pulte to cure the default or breach on behalf of Borrower, or, at Pulte's election, to pay off the Loan in full.

To indicate Lender's agreement to the foregoing assurances, please countersign this letter where indicated below and send it to Pulte at the addresses indicated below:

To Pulte:

Pulte Homes of Washington, Inc.
Pacific Northwest Division
3535 Factoria Boulevard SE #600
Bellevue, Washington 98006
Attention: Pete Lymberis
E-Mail: pete.lymberis@pultegroup.com
Phone: 425.216.3437

With a copy to:

PulteGroup, Inc.
27401 Los Altos, Suite 400
Mission Viejo, California 92691
Attention: Don Sajor, Area General Counsel
E-Mail: don.sajor@pultegroup.com
Phone: 760.677.9020

We appreciate your prompt attention to this request. Please let Pulte and Borrower know if you any questions.

Sincerely,

Enclosure [Attach copy of Pulte PSA]

cc: Pete Lymberis - Pulte
Don Sajor - Pulte

AGREED ON BEHALF OF ABOVE-REFERENCED LENDER:

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT F

RELEASED DEPOSIT DEED OF TRUST

WHEN RECORDED RETURN TO:

Pulte Homes of Washington, Inc.
3535 Factoria Blvd. SE #600
Bellevue, WA 98006
Attention: Land Acquisition Manager

Document Title: DEED OF TRUST AND SECURITY AGREEMENT
Grantor: JEB STEWART THOMAS and KARI RENE THOMAS
Grantee: PULTE HOMES OF WASHINGTON, INC.
Legal Description:

Abbreviated Legal Description: Lt 12 and ptn Lt 13, Blk 2, Shoreline Heights

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel No.: 777130-0110

Reference Nos. of Documents Released or Assigned: N/A

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"), is made effective the _____ day of _____, 20____, between JEB STEWART THOMAS and KARI RENE THOMAS, husband and wife ("**Grantor**"), whose address is 2150 N. 147th Street, Shoreline, WA 98133; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), whose address is 818 Stewart Street, Suite 800, Seattle, Washington 98101; and PULTE HOMES OF WASHINGTON, INC., a Michigan corporation ("**Beneficiary**"), whose address is 3535 Factoria Boulevard SE #600, Bellevue, WA 98006.

WITNESSETH:

Grantor hereby bargains, sells and conveys and sets over, assigns and transfers to Trustee in Trust, with power of sale, the following described real property located in King County, Washington:

F-1

PL

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF,

together with all the buildings, structures, tenements, hereditaments, and appurtenances now or hereafter located on, belonging to or in any way appertaining to the foregoing described real property (collectively, "**Real Property**").

TOGETHER WITH all of Grantor's right, title and interest in and to all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Real Property together with all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Real Property or any business now or hereafter conducted thereon by Grantor; all applications, plans, surveys, studies, reports and similar materials or agreements in Grantor's possession that are related to the Real Property or its development; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Real Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Real Property; all advance payments of insurance premiums made by Grantor with respect to the Real Property; all plans, drawings and specifications relating to the Real Property; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Real Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The Real Property and all other property described above are sometimes hereinafter referred to collectively as the "**Collateral**".

To the extent any element or portions of the Collateral constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to the Uniform Commercial Code of Washington ("**UCC**") on the terms and conditions contained herein except that where any provision of this Deed of Trust is in conflict with the UCC, the UCC shall control. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust except as otherwise specified herein. At the request of Beneficiary, Grantor shall execute and deliver for filing UCC-1 financing statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under RCW 62A.9-313 and 62A.9-402(b), as amended or recodified from time to time.

This Deed of Trust is for the purpose of securing the performance of each agreement of Grantor herein contained, and the full and faithful performance of Grantor's obligations under that certain PURCHASE AND SALE AGREEMENT by and between Grantor, as Seller, and

Beneficiary, as Buyer, dated _____, 20__ (as may be amended from time to time, "**Purchase Agreement**") to return the Earnest Money Deposit (as defined in the Purchase Agreement) and any _____ (as defined in the Purchase Agreement) paid by Beneficiary to Grantor in the maximum aggregate amount of up to _____ Dollars (\$ _____) to Beneficiary under certain circumstances ("**Secured Obligations**").

1. Grantor represents and warrants that:

(i) Grantor has full power and authority to grant the Real Property to Trustee and warrants the Real Property to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.

(ii) None of the Real Property is used principally or at all for agricultural or farming purposes.

(iii) The Real Property is free from damage and no matter has come to Grantor's attention (including, but not limited to, knowledge of any construction defects or nonconforming work) that would materially impair the value of the Real Property as security.

(iv) The obligation secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2. To keep the Collateral in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances regulations, covenants, conditions and restrictions affecting the Collateral.

3. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee for matters arising from or after the date hereof, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To not alter its corporate structure, ownership or control without the prior written consent of Beneficiary, and to do all things necessary to preserve and maintain said corporate existence and to insure its continuous right to carry on its business, including but not limited to, filing within the prescribed time all corporate tax returns and reports, and paying when due all such taxes.

6. To pay all reasonable costs, fees and expenses in connection with this Deed of Trust, including the reasonable expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' reasonable fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the agreement secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the Collateral encumbered hereby is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured hereby and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after written notice to Grantor and the expiration of any applicable cure periods hereunder or under the Purchase Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Collateral, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee and attorneys' fees; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Real Property and assign the Leases and other Collateral which Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may foreclose this Deed of Trust as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party

hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

16. Grantor will not sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein for monetary indebtedness, cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first fully performing and satisfying the Secured Obligations and paying all other sums secured hereby.

IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

<Exhibit Do Not Sign>
[JEB STEWART THOMAS]

<Exhibit Do Not Sign>
[KARI RENE THOMAS]

PL

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that JEB STEWART THOMAS and KARI RENE THOMAS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC for the State of Washington
My Commission Expires: _____

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EXHIBIT A TO RELEASED DEPOSIT DEED OF TRUST

Legal Description

LOT 12 AND EAST HALF OF LOT 13 IN BLOCK 2 OF SHORELINE HEIGHTS, AS PER
PLAT RECORDED IN VOLUME 44 OF PLATS, PAGE 4, RECORDS OF KING COUNTY,
WASHINGTON



SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

SELLER: Kari Thomas Jeff Thomas
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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

2150 N. 147th St., CITY Shoreline,
STATE WA, ZIP 98133, COUNTY King ("THE PROPERTY") OR AS
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

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

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

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

SELLER ☒ IS/ ☐ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

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

1. TITLE

- | | YES | NO | DON'T KNOW | N/A |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

KT 9/29/18 JT 9/29/18
SELLER'S INITIALS Date SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

(Continued)

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- | | YES | NO | DON'T
KNOW | N/A | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|----------------------|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 52 53 54 55 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 56 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 57 |
| 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. | | | | | 58 59 60 61 |

2. WATER

A. Household Water

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----------------------|
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system | | | | | 62 63 64 65 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 66 |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 68 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 70 |
| If no, please explain: | | | | | 71 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 73 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 75 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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 type="checkbox"/> | <input checked="" type="checkbox"/> | 77 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 78 |

B. Irrigation Water

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----------------|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 79 80 81 |
| *(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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 82 83 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 84 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 85 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 86 |
| If so, please identify the entity that supplies water to the property: | | | | | 87 88 |

C. Outdoor Sprinkler System

- | | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----------|
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 89 90 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 91 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 92 |

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

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

Please describe:

VT 9/29/18
SELLER'S INITIALS Date

JH 9/29/18
SELLER'S INITIALS Date

PL

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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- | | YES | NO | DON'T
KNOW | N/A | |
|--|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|------------------------|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 99 100 101 |
| If no, please explain: | | | | | |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 105 106 |
| (2) When was it last pumped? | | | | <input checked="" type="checkbox"/> | 107 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 108 |
| (4) When was it last inspected? | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 109 |
| By whom: | | | | <input checked="" type="checkbox"/> | 110 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 111 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 112 113 114 |
| If no, please explain: | | | | | |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 115 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 116 117 |
| If no, please explain: | | | | | |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 119 120 |

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

4. STRUCTURAL

- | | | | | | |
|---|---|--|--------------------------|-------------------------------------|------------|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 124 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 128 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: <u>1952</u> | | | | | |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 131 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 144 |
| If yes, when and by whom was the inspection completed? | | | | | |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 145 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 146 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 147 |

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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5. SYSTEMS AND FIXTURES

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

If yes, please explain: _____

| | YES | NO | DON'T KNOW | N/A | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Hot water tank | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Garbage disposal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Appliances | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 157 |
| Heating and cooling systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 158 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 159 |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 160 |

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

| | YES | NO | DON'T KNOW | N/A | |
|------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|-----|
| Security System: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 163 |
| Tanks (type): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 164 |
| Satellite dish: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 165 |
| Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 166 |

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

| | | | | | |
|-----------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 169 |
| (3) Pellet stove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |
| (4) Fireplace? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 171 |

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

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|-----|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 172 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 173 |

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

| YES | NO | DON'T KNOW | N/A | |
|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 174 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 175 |

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)

| YES | NO | DON'T KNOW | N/A | |
|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 176 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 177 |

F. Is the property equipped with smoke alarms?

| YES | NO | DON'T KNOW | N/A | |
|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 178 |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association?

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 180 |

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____

B. Are there regular periodic assessments?

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 184 |

\$ _____ per ☐ month ☐ year

☐ Other: _____

*C. Are there any pending special assessments?

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 187 |

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 188 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 189 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 190 |

7. ENVIRONMENTAL

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

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 192 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 193 |

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

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 194 |

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

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 195 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 196 |

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

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 197 |

*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 198 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 199 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 200 |

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

| YES | NO | DON'T KNOW | N/A | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 201 |

SELLER'S INITIALS KT Date 9/29/18

SELLER'S INITIALS JT Date 9/29/18

PL

SELLER DISCLOSURE STATEMENT
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YES NO DON'T KNOW N/A 202
203

*G. Is there any soil or groundwater contamination? ☐ ☒ ☐ ☐ 204

*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? ☐ ☒ ☐ ☐ 205
206

*I. Has the property been used as a legal or illegal dumping site? ☐ ☒ ☐ ☐ 207

*J. Has the property been used as an illegal drug manufacturing site? ☐ ☒ ☐ ☐ 208

*K. Are there any radio towers in the area that cause interference with cellular telephone reception? ☐ ☒ ☐ ☐ 209

8. LEAD BASED PAINT (Applicable if the house was built before 1978). 210

A. Presence of lead-based paint and/or lead-based paint hazards (check one below): 211

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 212
213

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 214

B. Records and reports available to the Seller (check one below): 215

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 216
217

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 218
219

9. MANUFACTURED AND MOBILE HOMES 220

If the property includes a manufactured or mobile home, 221

*A. Did you make any alterations to the home? ☐ ☒ ☐ ☐ 222
If yes, please describe the alterations: 223

*B. Did any previous owner make any alterations to the home? ☐ ☒ ☐ ☐ 224

*C. If alterations were made, were permits or variances for these alterations obtained? ☐ ☐ ☐ ☒ 225

10. FULL DISCLOSURE BY SELLERS 226

A. Other conditions or defects: 227

*Are there any other existing material defects affecting the property that a prospective buyer should know about? ☐ ☒ ☐ ☐ 228
229

B. Verification 230

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. 231
232
233
234

Seller Karl M 9/29/18 Date Thomas 9/29/18 Date 235
236

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). 237
238

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**SELLER DISCLOSURE STATEMENT
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II. NOTICES TO THE BUYER

1. 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.

2. 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.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

APPENDIX G

USER QUESTIONNAIRE

USER QUESTIONNAIRE for PHASE 1 ESA (ASTM Standard E 1527-13)

Site Name: Shoreline Townhouses

Location: Tax Parcels 7771300055, 7771300065, 7771300070, 7771300140, 7771300150, 7771300145, 7771300060, 7771300110, 7771300115, 7771300125, and 7771300135

The person who will use the Phase 1 ESA should provide the following information. Please fill in this form to the best of your ability, explaining any Yes answers on a separate sheet of paper. Without these answers, our report would have to note that the Phase 1 ESA is incomplete, and your Landowner Liability Protections could be at risk.

1. **Environmental Cleanup Liens.** Environmental liens that are filed or recorded against the property (40 CFR 312.25). Did a search of recorded land title records or judicial records where appropriate, identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?

Have you checked for these environmental cleanup liens?

☒ Yes ☐ No

Are you aware of any such liens against the subject property?

☐ Yes ☒ No

2. **Activity and Use Limitations (AULs).** Did a search of recorded land title records or judicial records where appropriate, identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

☐ Yes ☒ No

3. **Specialized Knowledge.** This involves personal knowledge or experience related to the subject property or nearby properties. For example, if you are involved in the same line of business as the current or former occupants of the property or an adjoining property, you would probably know of any chemicals, oil, degreasers, gasoline, or other hazardous substances commonly used in that type of business.

Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

☐ Yes ☒ No

4. **Fair Market Value (FMV).** A purchase price significantly below FMV may indicate an environmental problem. Please note that this question does not require an appraisal of the property. If the price is significantly below FMV, the User should consider whether it might be because contamination may be present at the property.

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

☒ Yes ☐ No

5. **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,

(a.) Do you know the past uses of the property?

Yes

(b.) Do you know of specific chemicals that are present or once were present at the property? No

(c.) Do you know of spills or other chemical releases that have taken place at the property? No

6. The degree of obviousness of the presence or likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). Based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence?

No

JAMES SPROTT

Name (printed)

James Sprott
Signature

12/17/19

Date

Manager Land Dev.
Title

Explain Yes answers on a separate sheet.

of separate sheets attached: _____

APPENDIX H

REAL ESTATE DISCLOSURE DOCUMENTS

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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SELLER: Mark L. Delaney & Amy J Delaney
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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 2123 N 148th St, CITY Shoreline, STATE WA, ZIP 98133, 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.

| TITLE | YES | NO | DONT KNOW | NA |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

ADD 8/20/19
SELLER'S INITIALS Date

MJD 5 8/20/2019
SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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YES NO DONT
KNOW

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

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

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

2. WATER

A. Household Water

(1) The source of water for the property is: ☐ Private or publicly owned water system
☐ Private well serving only the subject property *☐ Other water system

*If shared, are there any written agreements? ☐ ☐ ☐ ☐

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

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

(4) During your ownership, has the source provided an adequate year-round supply of potable water? ☐ ☐ ☐ ☐

If no, please explain: _____

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

If yes, are they: ☐ Leased ☐ Owned

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

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

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

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

B. Irrigation Water

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

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

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

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

*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? ☐ ☐ ☐ ☐

If so, please identify the entity that supplies water to the property: _____

C. Outdoor Sprinkler System

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

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

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

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

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

Please describe: _____

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

ADD 8/20/19

MZ 5 8/20/2019

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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| | YES | NO | DON'T KNOW | N/A | |
|--|---|--|--------------------------|--------------------------|-----|
| 12. If public sewer system service is available to the property, is the house connected to the sewer main? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 |
| If no, please explain: | | | | | 99 |
| | | | | | 100 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 101 |
| D. If the property is connected to an on-site sewage system: | | | | | 102 |
| * (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 103 |
| (2) When was it last pumped? | | | | | 104 |
| * (3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 105 |
| (4) When was it last inspected? | | | <input type="checkbox"/> | <input type="checkbox"/> | 106 |
| By whom: | | | | | 107 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input type="checkbox"/> | 108 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 109 |
| If no, please explain: | | | | | 110 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 111 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 112 |
| If no, please explain: | | | | | 113 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 114 |
| NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). | | | | | 115 |
| 4. STRUCTURAL | | | | | 116 |
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 117 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 118 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 119 |
| * (1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 120 |
| * (2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 121 |
| D. Do you know the age of the house? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 122 |
| If yes, year of original construction: | | | | | 123 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 124 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 126 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 127 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 128 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 129 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Saunas | | | 130 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 131 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 132 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 133 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 134 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 135 |
| If yes, when and by whom was the inspection completed? | | | | | 136 |
| | | | | | 137 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 138 |
| Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 139 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 140 |

ADD 8/20/19
SELLER'S INITIALS Date

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**SELLER DISCLOSURE STATEMENT
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5. SYSTEMS AND FIXTURES

*A. Many of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain: _____

| | YES | NO | DON'T KNOW | N/A | 149 |
|---|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 150 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Hot water tank | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Garbage disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Appliances | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Heating and cooling systems | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 158 |

*B. If any of the following fixtures or property is included with the transfer, are they leased?

(If yes, please attach copy of lease)

| | YES | NO | DON'T KNOW | N/A | 162 |
|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| Security System: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |
| Tanks (type): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 164 |
| Satellite dish: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |
| Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166 |

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

| | | | | | |
|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 169 |
| (3) Pellet stove? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |
| (4) Fireplace? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 171 |

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

| | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 173 |
| E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 174 |

| | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| F. Is the property equipped with smoke detection devices? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 175 |
|---|--------------------------|--------------------------|--------------------------|--------------------------|-----|

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

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association?

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:

B. Are there regular periodic assessments?

\$ _____ per ☐ month ☐ year

☐ Other:

*C. Are there any pending special assessments?

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities

such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas

co-owned in undivided interest with others)?

7. ENVIRONMENTAL

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

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

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

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

*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?

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

SELLER'S INITIALS

Date

SELLER'S INITIALS

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MZ 5 8/20/2019

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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**SELLER DISCLOSURE STATEMENT
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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

ADD 8/26/19

MZJ 8-21-2019

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SELLER: Diversified Strategies Investment Fund, LP
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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 2117 N. 148th St., CITY Shoreline, STATE WA, ZIP 98133, 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.

| TITLE | YES | NO | DONT KNOW | NA |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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| | YES | NO | DONT KNOW | N/A | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|----|
| Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 52 |
| | | | | | 53 |
| | | | | | 54 |
| | | | | | 55 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 56 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 57 |
| 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. | | | | | 58 |
| | | | | | 59 |
| | | | | | 60 |
| | | | | | 61 |
| 2. WATER | | | | | 62 |
| A. Household Water | | | | | 63 |
| (1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system | | | | | 64 |
| <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system | | | | | 65 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 66 |
| * (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 |
| | | | | | 68 |
| * (3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? .. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 70 |
| If no, please explain: | | | | | 71 |
| * (5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 73 |
| * (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 75 |
| (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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 76 |
| * (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 77 |
| | | | | | 78 |
| B. Irrigation Water | | | | | 79 |
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 80 |
| (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 type="checkbox"/> | <input type="checkbox"/> | 81 |
| (b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 82 |
| (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 83 |
| * (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 84 |
| If so, please identify the entity that supplies water to the property: | | | | | 85 |
| | | | | | 86 |
| | | | | | 87 |
| | | | | | 88 |
| C. Outdoor Sprinkler System | | | | | 89 |
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 90 |
| * (2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 91 |
| * (3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 92 |
| 3. SEWER/ON-SITE SEWAGE SYSTEM | | | | | 93 |
| A. The property is served by: | | | | | 94 |
| <input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) | | | | | 95 |
| <input type="checkbox"/> Other disposal system | | | | | 96 |
| Please describe: | | | | | 97 |

SELLER'S INITIALS

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YES NO DON'T KNOW N/A 98
99

- B. If public sewer system service is available to the property, is the house connected to the sewer main? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 100
If no, please explain: _____ 101
- *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 102
103
- D. If the property is connected to an on-site sewage system: 104
- * (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 105
106
- (2) When was it last pumped? _____ 107
- * (3) Are there any defects in the operation of the on-site sewage system? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 108
109
- (4) When was it last inspected? _____ 110
By whom: _____ 111
- (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 112
113
- E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 114
If no, please explain: _____ 115
- *F. Have there been any changes or repairs to the on-site sewage system? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 116
117
- G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 118
If no, please explain: _____ 119
- *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 120

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). 121
122
123

4. STRUCTURAL 124

- *A. Has the roof leaked within the last 5 years? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 125
- *B. Has the basement flooded or leaked? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 126
- *C. Have there been any conversions, additions or remodeling? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 127
128
- * (1) If yes, were all building permits obtained? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 129
130
- * (2) If yes, were all final inspections obtained? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 131
- D. Do you know the age of the house? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 132
If yes, year of original construction: _____ 133
- *E. Has there been any settling, sapping, or sliding of the property or its improvements? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 134
135
- *F. Are there any defects with the following: (If yes, please check applicable items and explain) ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 136
137
- | | | | |
|---|---|--|-----|
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | 138 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | 139 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | 140 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | 141 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | 142 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | 143 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | 144 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | 145 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | 146 |
- *G. Was a structural pest or "whole house" inspection done? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 147
If yes, when and by whom was the inspection completed? _____ 148
- H. During your ownership, has the property had any wood destroying organism or pest infestation? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 149
150
- I. Is the attic insulated? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 151
152
- J. Is the basement insulated? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 153
154

SELLER'S INITIALS

Date

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5. SYSTEMS AND FIXTURES

YES NO DON'T KNOW N/A

*A. Many of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain: _____

| | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 149 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 150 |
| Hot water tank | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Garbage disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Appliances | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Heating and cooling systems | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |

*B. If any of the following fixtures or property is included with the transfer, are they leased?

(If yes, please attach copy of lease)

| | | | | | |
|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| Security System: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 158 |
| Tanks (type): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 159 |
| Satellite dish: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 160 |
| Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 161 |

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

| | | | | | |
|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |
| (3) Pellet stove? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 164 |
| (4) Fireplace? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |

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

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

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)

F. Is the property equipped with smoke detection devices?

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

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association?

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy and other information that is not publicly available:

B. Are there regular periodic assessments?

\$ _____ per ☐ month ☐ year

☐ Other:

*C. Are there any pending special assessments?

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

7. ENVIRONMENTAL

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

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

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

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

*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?

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

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

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| | YES | NO | DON'T KNOW | N/A | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 205 |
| | | | | | 206 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 207 |
| | | | | | 208 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 209 |
| | | | | | 210 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 211 |
| | | | | | 212 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 212 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 213 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 214 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 215 |
| | | | | | 216 |
| <input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 217 |
| B. Records and reports available to the Seller (check one below): | | | | | 218 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 219 |
| | | | | | 220 |
| | | | | | 221 |
| <input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 222 |
| | | | | | 223 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 224 |
| If the property includes a manufactured or mobile home, | | | | | 225 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 226 |
| If yes, please describe the alterations: | | | | | 227 |
| | | | | | 228 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 229 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 230 |
| | | | | | 231 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 232 |
| A. Other conditions or defects: | | | | | 233 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 234 |
| | | | | | 235 |
| B. Verification | | | | | 236 |
| 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. | | | | | 237 |
| | | | | | 238 |
| Seller <u>Don Car</u> Date <u>8/20/2019</u> | | | | | 239 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line
number(s) of the question(s).

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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer Date Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer Date Buyer Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer Date Buyer Date


SELLER'S INITIALS


Date

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SELLER:

INLAND EMPIRE RESIDENTIAL RESOURCES BY DARYL K. REBER
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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

14718 N. MERIDIAN AVE., CITY SHORELINE,
STATE WA, ZIP 98155, COUNTY KING COUNTY ("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.

| TITLE | YES | NO | DONT KNOW | NA |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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YES NO DON'T KNOW N/A

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

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

*K. Are there any covenants, conditions, or restrictions recorded against 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 4A 60.224.

2. WATER

A. Household Water

(1) The source of water for the property is: ☐ Private or publicly owned water system
☐ Private well serving only the subject property *☐ Other water system

*If shared, are there any written agreements? ☐ ☐ ☐ ☐

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

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

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

*(5) Are there any water treatment systems for the property? ☐ ☐ ☐ ☐
If yes, are they: ☐ Leased ☐ Owned

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

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

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

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

B. Irrigation Water

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

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

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

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

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

C. Outdoor Sprinkler System

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

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

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

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

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

Please describe: _____

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YES NO DON'T KNOW N/A

3. If public sewer system service is available to the property, is the house connected to the sewer main? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 98
If no, please explain: _____ 99
_____ 100
_____ 101
- *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 102
_____ 103
- D. If the property is connected to an on-site sewage system: 104
- * (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 105
_____ 106
- (2) When was it last pumped? _____ 107
_____ 108
- * (3) Are there any defects in the operation of the on-site sewage system? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 108
_____ 109
- (4) When was it last inspected? _____ 109
By whom: _____ 110
- (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 111
- E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 112
If no, please explain: _____ 113
_____ 114
- *F. Have there been any changes or repairs to the on-site sewage system? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 115
- G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 116
If no, please explain: _____ 117
_____ 118
- *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 119
_____ 120

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). 121
_____ 122
_____ 123

4. STRUCTURAL

- *A. Has the roof leaked within the last 5 years? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 124
_____ 125
- *B. Has the basement flooded or leaked? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 126
_____ 127
- *C. Have there been any conversions, additions or remodeling? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 127
* (1) If yes, were all building permits obtained? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 128
* (2) If yes, were all final inspections obtained? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 129
- D. Do you know the age of the house? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 130
If yes, year of original construction: _____ 131
- *E. Has there been any settling, slippage, or sliding of the property or its improvements? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 132
- *F. Are there any defects with the following: (If yes, please check applicable items and explain) ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 133
- | | | | |
|---|---|--|-----|
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | 142 |
- *G. Was a structural pest or "whole house" inspection done? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 143
If yes, when and by whom was the inspection completed? _____ 144
_____ 145
- H. During your ownership, has the property had any wood destroying organism or pest infestation? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 146
- I. Is the attic insulated? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 147
- J. Is the basement insulated? ☐ YES ☐ NO ☐ DON'T KNOW ☐ N/A 148

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

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5. SYSTEMS AND FIXTURES

YES NO DON'T
KNOW N/A

*A. Many of the following systems or fixtures are included with the transfer, are there any defects? 149

If yes, please explain: 150

| | | | | | |
|---|-------------------------------------|--------------------------|-------------------------------------|--------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 153 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 154 |
| Hot water tank | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 155 |
| Garbage disposal | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 156 |
| Appliances | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 157 |
| Sump pump | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 158 |
| Heating and cooling systems | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 159 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 160 |
| Other | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 161 |

*B. If any of the following fixtures or property is included with the transfer, are they leased? 162

(If yes, please attach copy of lease) 163

| | | | | | |
|------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| Security System: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 164 |
| Tanks (type): | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |
| Satellite dish: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166 |
| Other: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |

*C. Are any of the following kinds of wood burning appliances present at the property? 168

| | | | | | |
|-----------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 169 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |
| (3) Pellet stove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 171 |
| (4) Fireplace? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 172 |

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? 173

Protection Agency as clean burning appliances to improve air quality and public health? 174

D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? 175

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) 176

F. Is the property equipped with smoke detection devices? (Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.) 177

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS 178

A. Is there a Homeowners' Association? 183

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: 184

B. Are there regular periodic assessments? 185

\$ _____ per ☐ month ☐ year 186

☐ Other: 187

*C. Are there any pending special assessments? 188

*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)? 189

7. ENVIRONMENTAL 190

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? 191

*B. Does any part of the property contain fill dirt, waste, or other fill material? 192

*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? 193

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? 194

*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? 195

*F. Has the property been used for commercial or industrial purposes? 196

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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| | YES | NO | DON'T KNOW | N/A | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 205 |
| | | | | | 206 |
| *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"/> | <input type="checkbox"/> | 207 |
| | | | | | 208 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 209 |
| | | | | | 210 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 211 |
| | | | | | 212 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 213 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) | | | | | 214 |
| | | | | | 215 |
| <input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 216 |
| | | | | | 217 |
| B. Records and reports available to the Seller (check one below): | | | | | 218 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below) | | | | | 219 |
| | | | | | 220 |
| | | | | | 221 |
| <input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 222 |
| | | | | | 223 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | |
| If the property includes a manufactured or mobile home, | | | | | 224 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 225 |
| If yes, please describe the alterations: | | | | | 226 |
| | | | | | 227 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 228 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 10. FULL DISCLOSURE BY SELLERS | | | | | |
| A. Other conditions or defects: | | | | | 229 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 230 |
| | | | | | 231 |
| | | | | | 232 |
| B. Verification | | | | | 233 |
| 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. | | | | | 234 |
| | | | | | 235 |
| | | | | | 236 |
| | | | | | 237 |
| INLAND EMPIRE RESIDENTIAL RESOURCES BY: David K. Reber | | | | | 238 |
| Seller | Date | Seller | Date | | 239 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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**SELLER DISCLOSURE STATEMENT
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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer Date Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer Date Buyer Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer Date Buyer Date

SELLER'S INITIALS Date

SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

SELLER: Irene Carter

Seller

Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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

19704 Meridian Ave No, CITY Shoreline

STATE WA, ZIP 98133, 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.

| TITLE | YES | NO | DONT KNOW | NA |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

JC 8-19-19
SELLER'S INITIALS Date

JC 8-19-19
SELLER'S INITIALS Date

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YES NO DON'T KNOW N/A

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

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

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

2. WATER

A. Household Water

(1) The source of water for the property is: ☐ Private or publicly owned water system
☐ Private well serving only the subject property *☐ Other water system

*If shared, are there any written agreements? ☐ ☐ ☐ ☐

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

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

(4) During your ownership, has the source provided an adequate year-round supply of potable water? ☐ ☐ ☐ ☐

If no, please explain: _____

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

If yes, are they: ☐ Leased ☐ Owned

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

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

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

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

B. Irrigation Water

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

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

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

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

*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? ☐ ☐ ☐ ☐

If so, please identify the entity that supplies water to the property: _____

C. Outdoor Sprinkler System

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

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

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

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

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

Please describe: _____

SELLER'S INITIALS

Date

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Date

8-19-19

8-19-19

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| | YES | NO | DON'T KNOW | N/A | |
|--|---|--|--------------------------|--------------------------|-----|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 |
| If no, please explain: | | | | | 99 |
| | | | | | 100 |
| | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 |
| | | | | | 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 105 |
| (2) When was it last pumped? | | | | | 106 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 107 |
| (4) When was it last inspected? | | | | | 108 |
| By whom: | | | | | 109 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | | | 110 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 111 |
| If no, please explain: | | | | | 112 |
| | | | | | 113 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 114 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| If no, please explain: | | | | | 116 |
| | | | | | 117 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 118 |
| | | | | | 119 |
| | | | | | 120 |
| NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). | | | | | 121 |
| | | | | | 122 |
| | | | | | 123 |
| 4. STRUCTURAL | | | | | 124 |
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 128 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: | | | | | 131 |
| *E. Has there been any settling, shpping, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| If yes, when and by whom was the inspection completed? | | | | | 144 |
| | | | | | 145 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 147 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 148 |

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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5. SYSTEMS AND FIXTURES

YES NO DON'T
KNOW N/A

*A. Many of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain:

| | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 149 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 150 |
| Hot water tank | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Garbage disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Appliances | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Heating and cooling systems | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |

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

| | | | | | |
|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| Security System: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 158 |
| Tanks (type): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 159 |
| Satellite dish: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 160 |
| Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 161 |

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

| | | | | | |
|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |
| (3) Pellet stove? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 164 |
| (4) Fireplace? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |

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

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166 |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|

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

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|

F. Is the property equipped with smoke detection devices?

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 169 |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|

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

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association?

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:

B. Are there regular periodic assessments?

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 171 |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|

\$ _____ per ☐ month ☐ year

☐ Other:

*C. Are there any pending special assessments?

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 172 |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|

*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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 173 |
|--------------------------|--------------------------|--------------------------|--------------------------|-----|

7. ENVIRONMENTAL

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

| | | | | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 174 |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|

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

| | | | | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 175 |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|

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

| | | | | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 176 |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|

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

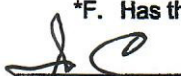
| | | | | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 177 |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|

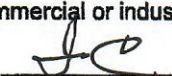
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

| | | | | |
|--------------------------|--------------------------|-------------------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 178 |
|--------------------------|--------------------------|-------------------------------------|--------------------------|-----|

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

| | | | | |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 179 |
|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|

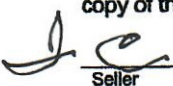
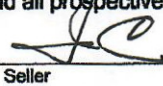
 8-19-19
SELLER'S INITIALS Date

 8-19-19
SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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| | YES | NO | DON'T KNOW | N/A | |
|---|--------------------------|-------------------------------------|--|--------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 205 |
| | | | | | 206 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 207 |
| | | | | | 208 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 209 |
| | | | | | 210 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 211 |
| | | | | | 212 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 213 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 214 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 215 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 216 |
| <input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 217 |
| B. Records and reports available to the Seller (check one below): | | | | | 218 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 219 |
| | | | | | 220 |
| | | | | | 221 |
| <input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 222 |
| | | | | | 223 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 224 |
| If the property includes a manufactured or mobile home, | | | | | 225 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 226 |
| If yes, please describe the alterations: | | | | | 227 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 228 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 229 |
| | | | | | 230 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 231 |
| A. Other conditions or defects: | | | | | 232 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 233 |
| | | | | | 234 |
| B. Verification | | | | | 235 |
| 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. | | | | | 236 |
| | | | | | 237 |
|  Seller | 8-19-19 | Date |  Seller | 8-19-19 | 238 |
| | | | | | 239 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

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SELLER: Zaya V Sakya Lhanze Y Sakya
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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 2116 N 147th St, CITY Shoreline, STATE WA, ZIP 98133, COUNTY _____ ("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.

| TITLE | YES | NO | DONT KNOW | NA |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Z.V.S 08/21/19
SELLER'S INITIALS Date

LYS 8/21/19
SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
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YES NO DONT KNOW NA 52
53

Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? ☐ ☐ ☐ ☐ 54
55

*J. Is there a boundary survey for the property? ☐ ☐ ☐ ☐ 56

*K. Are there any covenants, conditions, or restrictions recorded against the property? ☐ ☐ ☐ ☐ 57

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. 58
59
60
61

2. WATER 62

A. Household Water 63

(1) The source of water for the property is: ☐ Private or publicly owned water system 64
☐ Private well serving only the subject property *☐ Other water system 65

*If shared, are there any written agreements? ☐ ☐ ☐ ☐ 66

*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? ☐ ☐ ☐ ☐ 67
68

*(3) Are there any problems or repairs needed? ☐ ☐ ☐ ☐ 69

(4) During your ownership, has the source provided an adequate year-round supply of potable water? .. ☐ ☐ ☐ ☐ 70
If no, please explain: _____ 71

*(5) Are there any water treatment systems for the property? ☐ ☐ ☐ ☐ 72
If yes, are they: ☐ Leased ☐ Owned 73

*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? ☐ ☐ ☐ ☐ 74
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ☐ ☐ ☐ ☐ 75
76

*(b) If yes, has all or any portion of the water right not been used for five or more successive years? ☐ ☐ ☐ ☐ 77

*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? ☐ ☐ ☐ ☐ 78

B. Irrigation Water 79

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? ☐ ☐ ☐ ☐ 80
81

*(a) If yes, has all or any portion of the water right not been used for five or more successive years? ☐ ☐ ☐ ☐ 82
83

*(b) If so, is the certificate available? (If yes, please attach a copy.) ☐ ☐ ☐ ☐ 84

*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ... ☐ ☐ ☐ ☐ 85

*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? ☐ ☐ ☐ ☐ 86
If so, please identify the entity that supplies water to the property: _____ 87
88

C. Outdoor Sprinkler System 89

(1) Is there an outdoor sprinkler system for the property? ☐ ☐ ☐ ☐ 90

*(2) If yes, are there any defects in the system? ☐ ☐ ☐ ☐ 91

*(3) If yes, is the sprinkler system connected to irrigation water? ☐ ☐ ☐ ☐ 92

3. SEWER/ON-SITE SEWAGE SYSTEM 93

A. The property is served by: 94

☐ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 95
☐ Other disposal system 96

Please describe: _____ 97

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| | YES | NO | DONT KNOW | N/A | |
|--|---|--|--------------------------|--------------------------|-----|
| 1. If public sewer system service is available to the property, is the house connected to the sewer main? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 |
| If no, please explain: | | | | | 99 |
| | | | | | 100 |
| | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 |
| | | | | | 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 105 |
| (2) When was it last pumped? | | | | | 106 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 107 |
| (4) When was it last inspected? | | | | | 108 |
| By whom: | | | | | 109 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | | | 110 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 111 |
| If no, please explain: | | | | | 112 |
| | | | | | 113 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 114 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| If no, please explain: | | | | | 116 |
| | | | | | 117 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 118 |
| | | | | | 119 |
| | | | | | 120 |
| NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). | | | | | 121 |
| | | | | | 122 |
| | | | | | 123 |
| | | | | | 124 |
| 4. STRUCTURAL | | | | | |
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 128 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: | | | | | 131 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Cellings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| If yes, when and by whom was the inspection completed? | | | | | 144 |
| | | | | | 145 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 147 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 148 |

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5. SYSTEMS AND FIXTURES

YES NO DON'T
KNOW N/A

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

If yes, please explain: _____

| | | | | | |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 149 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 150 |
| Hot water tank | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Garbage disposal | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Appliances | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Sump pump | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Heating and cooling systems | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Other | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |

*B. If any of the following fixtures or property is included with the transfer, are they leased?

(If yes, please attach copy of lease) _____

| | | | | | |
|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| Security System: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| Tanks (type): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |
| Satellite dish: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 164 |
| Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |

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

| | | | | | |
|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |
| (3) Pellet stove? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |
| (4) Fireplace? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 169 |

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

| | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |
| E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 171 |
| F. Is the property equipped with smoke detection devices? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 172 |
| (Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.) | | | | | 173 |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association?

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____

B. Are there regular periodic assessments?

\$ _____ per ☐ month ☐ year

☐ Other: _____

*C. Are there any pending special assessments?

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

7. ENVIRONMENTAL

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

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

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

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

*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?

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

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| | YES | NO | DONT KNOW | N/A | |
|---|--------------------------|-------------------------------------|-------------------------------------|--------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 205 |
| | | | | | 206 |
| *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"/> | <input type="checkbox"/> | 207 |
| | | | | | 208 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 209 |
| | | | | | 210 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 211 |
| | | | | | 212 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 213 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 214 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 215 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 216 |
| <input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 217 |
| B. Records and reports available to the Seller (check one below): | | | | | 218 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 219 |
| | | | | | 220 |
| <input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 221 |
| | | | | | 222 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 223 |
| If the property includes a manufactured or mobile home, | | | | | 224 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 225 |
| If yes, please describe the alterations: | | | | | 226 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 227 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 228 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 229 |
| A. Other conditions or defects: | | | | | 230 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 231 |
| | | | | | 232 |
| B. Verification | | | | | 233 |
| 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. | | | | | 234 |
| | | | | | 235 |
| | | | | | 236 |
| | | | | | 237 |
| <u>Zy. V. L. a</u> 08/21/19 <u>Maurely</u> 8/21/19 | | | | | 238 |
| Seller Date Seller Date | | | | | 239 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line
number(s) of the question(s).

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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

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Date

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Date

L.V.S.

08/21/19

LYS

8/21/19

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SELLER:

Seller

Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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
14710 Meridian Ave N, CITY Shoreline
STATE WA, ZIP 98133, 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.

YES NO DONT KNOW NA

TITLE

- A. Do you have legal authority to sell the property? If no, please explain. ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- *B. Is title to the property subject to any of the following? ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- (1) First right of refusal ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- (2) Option ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- (3) Lease or rental agreement ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- (4) Life estate? ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- *C. Are there any encroachments, boundary agreements, or boundary disputes? ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- *D. Is there a private road or easement agreement for access to the property? ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- *F. Are there any written agreements for joint maintenance of an easement or right-of-way? ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- *G. Is there any study, survey project, or notice that would adversely affect the property? ☐ YES ☐ NO ☐ DONT KNOW ☐ NA
- *H. Are there any pending or existing assessments against the property? ☐ YES ☐ NO ☐ DONT KNOW ☐ NA

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YES NO DON'T KNOW N/A

Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? ☐ ☐ ☐ ☐ 52

*J. Is there a boundary survey for the property? ☐ ☐ ☐ ☐ 53

*K. Are there any covenants, conditions, or restrictions recorded against the property? ☐ ☐ ☐ ☐ 54

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. 55

2. WATER 56

A. Household Water 57

(1) The source of water for the property is: ☐ Private or publicly owned water system 58
☐ Private well serving only the subject property ☐ Other water system 59

*If shared, are there any written agreements? ☐ ☐ ☐ ☐ 60

*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? ☐ ☐ ☐ ☐ 61

*(3) Are there any problems or repairs needed? ☐ ☐ ☐ ☐ 62

(4) During your ownership, has the source provided an adequate year-round supply of potable water? ☐ ☐ ☐ ☐ 63
If no, please explain: _____ 64

*(5) Are there any water treatment systems for the property? ☐ ☐ ☐ ☐ 65
If yes, are they: ☐ Leased ☐ Owned 66

*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? ☐ ☐ ☐ ☐ 67

(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ☐ ☐ ☐ ☐ 68

*(b) If yes, has all or any portion of the water right not been used for five or more successive years? ☐ ☐ ☐ ☐ 69

*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? ☐ ☐ ☐ ☐ 70

B. Irrigation Water 71

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? ☐ ☐ ☐ ☐ 72

*(a) If yes, has all or any portion of the water right not been used for five or more successive years? ☐ ☐ ☐ ☐ 73

*(b) If so, is the certificate available? (If yes, please attach a copy.) ☐ ☐ ☐ ☐ 74

*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ☐ ☐ ☐ ☐ 75

*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? ☐ ☐ ☐ ☐ 76
If so, please identify the entity that supplies water to the property: _____ 77

C. Outdoor Sprinkler System 78

(1) Is there an outdoor sprinkler system for the property? ☐ ☐ ☐ ☐ 79

*(2) If yes, are there any defects in the system? ☐ ☐ ☐ ☐ 80

*(3) If yes, is the sprinkler system connected to irrigation water? ☐ ☐ ☐ ☐ 81

3. SEWER/ON-SITE SEWAGE SYSTEM 82

A. The property is served by: 83

☐ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 84

☐ Other disposal system 85

Please describe: _____ 86

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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| | YES | NO | DON'T KNOW | N/A | |
|--|---|--|--------------------------|--------------------------|-----|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 |
| If no, please explain: | | | | | 99 |
| | | | | | 100 |
| | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 |
| | | | | | 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| * (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 105 |
| (2) When was it last pumped? | | | | | 106 |
| | | | | | 107 |
| * (3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 108 |
| (4) When was it last inspected? | | | <input type="checkbox"/> | <input type="checkbox"/> | 109 |
| By whom: | | | | | 110 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input type="checkbox"/> | 111 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 112 |
| If no, please explain: | | | | | 113 |
| | | | | | 114 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| | | | | | 116 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 117 |
| If no, please explain: | | | | | 118 |
| | | | | | 119 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 120 |
| | | | | | |
| NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). | | | | | 121 |
| | | | | | 122 |
| | | | | | 123 |
| 4. STRUCTURAL | | | | | 124 |
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| * (1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 128 |
| * (2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: | | | | | 131 |
| *E. Has there been any settling, sapping, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| If yes, when and by whom was the inspection completed? | | | | | 144 |
| | | | | | 145 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 147 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 148 |

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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5. SYSTEMS AND FIXTURES

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

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

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

Hot water tank _____

Garbage disposal _____

Appliances _____

Sump pump _____

Heating and cooling systems _____

Security system: ☐ Owned ☐ Leased _____

Other _____

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

Security System: _____

Tanks (type): _____

Satellite dish: _____

Other: _____

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

(1) Woodstove? _____

(2) Fireplace insert? _____

(3) Pellet stove? _____

(4) Fireplace? _____

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

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

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) _____

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

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association? _____
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy and other information that is not publicly available: _____

B. Are there regular periodic assessments? _____

\$ _____ per ☐ month ☐ year

☐ Other: _____

*C. Are there any pending special assessments? _____

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? _____

7. ENVIRONMENTAL

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

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

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

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

*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? _____

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

SELLER'S INITIALS

8-22-19
Date

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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| YES | NO | DON'T KNOW | N/A | 205 |
|-----|-------------------------------------|--------------------------|--------------------------|-----|
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 206 |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 207 |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 208 |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 209 |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 210 |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 211 |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 212 |

- *G. Is there any soil or groundwater contamination? ☐ 205
- *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? ☐ 206
- *I. Has the property been used as a legal or illegal dumping site? ☐ 207
- *J. Has the property been used as an illegal drug manufacturing site? ☐ 208
- *K. Are there any radio towers in the area that cause interference with cellular telephone reception? ☐ 209

8. LEAD BASED PAINT (Applicable if the house was built before 1978). 213

- A. Presence of lead-based paint and/or lead-based paint hazards (check one below): 214
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 215
- ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 216
- B. Records and reports available to the Seller (check one below): 217
- ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 218
- ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 219

9. MANUFACTURED AND MOBILE HOMES 220

If the property includes a manufactured or mobile home, 221

- *A. Did you make any alterations to the home? ☐ 222
- If yes, please describe the alterations: 223
- *B. Did any previous owner make any alterations to the home? ☐ 224
- *C. If alterations were made, were permits or variances for these alterations obtained? ☐ 225

10. FULL DISCLOSURE BY SELLERS 226

- A. Other conditions or defects: 227
- *Are there any other existing material defects affecting the property that a prospective buyer should know about? ☐ 228

- B. Verification 229
- 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. 230

Shane C. [Signature] 8-22-19 231

Seller Date Seller Date 232

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). 233

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**SELLER DISCLOSURE STATEMENT
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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer _____ Date _____ Buyer _____ Date _____

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer _____ Date _____ Buyer _____ Date _____

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer _____ Date _____ Buyer _____ Date _____

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

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Rev. 7/19
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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SELLER: John Forman Jennifer Forman

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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

2105 N 148th St, CITY Shoreline

STATE WA, ZIP 98133, 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.

| TITLE | YES | NO | DONT KNOW | NA |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

JFF 10/03/2019
SELLER'S INITIALS Date

JF 10/03/2019
SELLER'S INITIALS Date

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
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- | | YES | NO | DONT
KNOW | N/A | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|----|
| Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 52 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 54 |
| 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. | | | | | 55 |
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2. WATER

A. Household Water

- | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|----|
| (1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system | | | | | 62 |
| <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system | | | | | 63 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 64 |
| * (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 65 |
| * (3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 66 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? .. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 |
| If no, please explain: | | | | | 68 |
| * (5) Are there any water treatment systems for this property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 70 |
| * (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 71 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| * (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 type="checkbox"/> | <input type="checkbox"/> | 73 |
| * (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 |

B. Irrigation Water

- | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|----|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 75 |
| * (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 type="checkbox"/> | <input type="checkbox"/> | 76 |
| * (b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 77 |
| * (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 78 |
| * (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 79 |
| If so, please identify the entity that supplies water to the property: | | | | | 80 |
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C. Outdoor Sprinkler System

- | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|----|
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 89 |
| * (2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 90 |
| * (3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 91 |

3. SEWER ON-SITE SEWAGE SYSTEM

A. The property is served by:

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

| | | | |
|---|------------|--|------------|
| <div style="border: 1px solid black; padding: 2px;">JPF</div> | 10/03/2019 | <div style="border: 1px solid black; padding: 2px;">JF</div> | 10/03/2019 |
| SELLER'S INITIALS | Date | SELLER'S INITIALS | Date |

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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| | YES | NO | DONT KNOW | N/A | |
|--|---|--|--------------------------|--------------------------|-----|
| A. If public sewer system service is available to the property, is the house connected to the sewer main? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 |
| If no, please explain: | | | | | 99 |
| | | | | | 100 |
| | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 |
| | | | | | 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 105 |
| | | | | | 106 |
| (2) When was it last pumped? | | | | | 107 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 108 |
| (4) When was it last inspected? | | | <input type="checkbox"/> | <input type="checkbox"/> | 109 |
| By whom: | | | | | 110 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input type="checkbox"/> | 111 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 112 |
| If no, please explain: | | | | | 113 |
| | | | | | 114 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| | | | | | 116 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 117 |
| If no, please explain: | | | | | 118 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 119 |
| | | | | | 120 |
| NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). | | | | | 121 |
| | | | | | 122 |
| | | | | | 123 |
| 4. STRUCTURAL | | | | | 124 |
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 128 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: | | | | | 131 |
| *E. Has there been any settling, sapping, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Sliding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| If yes, when and by whom was the inspection completed? | | | | | 144 |
| | | | | | 145 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 147 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 148 |

JPJ 10/03/2019
SELLER'S INITIALS Date

JF 10/03/2019
SELLER'S INITIALS Date

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5. SYSTEMS AND FIXTURES

*A. Many of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain:

Electrical system, including wiring, switches, outlets, and service
Plumbing system, including pipes, faucets, fixtures, and toilets
Hot water tank
Garbage disposal
Appliances
Sump pump
Heating and cooling systems
Security system: ☐ Owned ☐ Leased
Other

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

Security System:
Tanks (type):
Satellite dish:
Other:

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

(1) Woodstove?
(2) Fireplace insert?
(3) Pellet stove?
(4) Fireplace?

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

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

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)

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

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association?
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, firing policy, and other information that is not publicly available:

B. Are there regular periodic assessments?
\$ _____ per ☐ month ☐ year
☐ Other:

*C. Are there any pending special assessments?

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

7. ENVIRONMENTAL

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

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

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

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

*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?

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

SELLER'S INITIALS DF Date 21 Aug '19

SELLER'S INITIALS HT Date 10/03/2019

| YES | NO | DONE IS/OW | N/A | |
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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer Date _____ Buyer Date _____

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer Date _____ Buyer Date _____

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer Date _____ Buyer Date _____

J.P.F. 10/03/2019 J.F. 10/03/2019
SELLER'S INITIALS Date SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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| | YES | NO | DONT KNOW | N/A | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 205 |
| | | | | | 206 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 208 |
| | | | | | 209 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 210 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 211 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 212 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 213 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 214 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 215 |
| | | | | | 216 |
| <input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 217 |
| B. Records and reports available to the Seller (check one below): | | | | | 218 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 219 |
| | | | | | 220 |
| | | | | | 221 |
| <input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 222 |
| | | | | | 223 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 224 |
| If the property includes a manufactured or mobile home, | | | | | 225 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 226 |
| If yes, please describe the alterations: | | | | | 227 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 228 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 229 |
| | | | | | 230 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 231 |
| A. Other conditions or defects: | | | | | 232 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 233 |
| | | | | | 234 |
| B. Verification | | | | | 235 |
| 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. | | | | | 236 |
| | | | | | 237 |
| <i>John P Forman</i> 10/17/2019 | | | | | 238 |
| <i>Jennifer Forman</i> 10/17/2019 | | | | | 239 |
| Seller 7/2019 1:52:37 PM PDT | Date | Seller 7/2019 8:52:49 PM PDT | Date | | |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: Jake Bailey Ember Bailey
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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 2132 N. 14th St, CITY Shoreline, STATE WA, ZIP 98133, 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.

- | | YES | NO | DONT KNOW | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| 1. TITLE | | | | |
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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PL

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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- | | YES | NO | DONT
KNOW | N/A | |
|---|--------------------------|-------------------------------------|-------------------------------------|--------------------------|----|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 52 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 53 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 54 |

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.

2. WATER**A. Household Water**

- | | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----|
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system | | | | | 55 |
| <input type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system | | | | | 56 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 57 |
| *(2) 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"/> | <input type="checkbox"/> | 58 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 59 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 60 |
| If no, please explain: | | | | | 61 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 62 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 63 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 64 |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 65 |
| *(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"/> | <input type="checkbox"/> | 66 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 |

B. Irrigation Water

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 68 |
| *(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 type="checkbox"/> | <input checked="" type="checkbox"/> | 69 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 70 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 71 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If so, please identify the entity that supplies water to the property: | | | | | 73 |

C. Outdoor Sprinkler System

- | | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 75 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 76 |

3. SEWER/ON-SITE SEWAGE SYSTEM**A. The property is served by:**

- | | | | | | |
|---|--|--|--|--|----|
| <input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) | | | | | 77 |
| <input type="checkbox"/> Other disposal system | | | | | 78 |
| Please describe: | | | | | 79 |

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| | YES | NO | DONT KNOW | N/A | 98 |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 99 |
| If no, please explain: | | | | | 100 |
| | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 |
| | | | | | 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 105 |
| (2) When was it last pumped? | | | | | 106 |
| | | | | | 107 |
| *(3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 108 |
| (4) When was it last inspected? | | | | <input checked="" type="checkbox"/> | 109 |
| By whom: | | | | | 110 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 111 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 112 |
| If no, please explain: | | | | | 113 |
| | | | | | 114 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| G. 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"/> | <input type="checkbox"/> | 116 |
| If no, please explain: | | | | | 117 |
| | | | | | 118 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 119 |
| | | | | | 120 |

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

4. STRUCTURAL

| | | | | | |
|---|---|--|-------------------------------------|-------------------------------------|-----|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 124 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 127 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 128 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| If yes, year of original construction: <u>1948</u> | | | | | 130 |
| | | | | | 131 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 143 |
| If yes, when and by whom was the inspection completed? | | | | | 144 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 145 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| J. Is the basement insulated? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 147 |

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5. SYSTEMS AND FIXTURES

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

If yes, please explain:

| | YES | NO | DONT KNOW | N/A | 148 |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 149 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 150 |
| Hot water tank | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Garbage disposal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Appliances | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Sump pump | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Heating and cooling systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |

*B. If any of the following fixtures or property is included with the transfer, are they leased?

(If yes, please attach copy of lease.)

| | YES | NO | DONT KNOW | N/A | 161 |
|------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| Security System: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| Tanks (type): | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |
| Satellite dish: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 164 |
| Other: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |

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

| | YES | NO | DONT KNOW | N/A | 166 |
|-----------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |
| (3) Pellet stove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 169 |
| (4) Fireplace? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? ☒ YES ☐ NO ☐ DONT KNOW ☐ N/A 171

D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 172

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 173

F. Is the property equipped with smoke alarms? ☒ YES ☐ NO ☐ DONT KNOW ☐ N/A 174

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 175

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: 180

B. Are there regular periodic assessments? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 181

\$ _____ per ☐ month ☐ year 182

☐ Other: 183

*C. Are there any pending special assessments? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 184

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 185

7. ENVIRONMENTAL

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 186

*B. Does any part of the property contain fill dirt, waste, or other fill material? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 187

*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 188

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 189

*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 190

*F. Has the property been used for commercial or industrial purposes? ☐ YES ☒ NO ☐ DONT KNOW ☐ N/A 191

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II. NOTICES TO THE BUYER

1. 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.

2. 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.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer _____ Date _____

Buyer _____ Date _____

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer _____ Date _____

Buyer _____ Date _____

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer _____ Date _____

Buyer _____ Date _____

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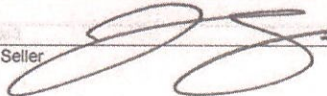
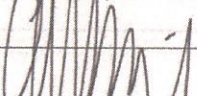
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| | YES | NO | DON'T KNOW | N/A | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 202 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 203 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 204 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 205 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 206 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 207 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 208 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 209 |
| <input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 210 |
| B. Records and reports available to the Seller (check one below): | | | | | 211 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 212 |
| <input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 213 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 214 |
| If the property includes a manufactured or mobile home, | | | | | 215 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 216 |
| If yes, please describe the alterations: | | | | | 217 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 218 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 219 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 220 |
| A. Other conditions or defects: | | | | | 221 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 222 |
| B. Verification | | | | | 223 |
| 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. | | | | | 224 |
| Seller  3/1/19 Date | | | | | 225 |
| Seller  3/1/19 Date | | | | | 226 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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Form 17
Seller Disclosure Statement
Rev. 7/15
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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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II. NOTICES TO THE BUYER

1. 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.

2. 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.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

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SELLER: Mark Storey
Seller

Kathleen M Blanchard
Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

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 check "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
2142 N 147th St., CITY Shoreline

STATE WA, ZIP 98133, COUNTY King ("THE PROPERTY") OR AS
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

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

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

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

SELLER ☒ IS / ☐ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

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

1. TITLE

- | | YES | NO | DON'T KNOW | N/A |
|--|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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| | YES | NO | DON'T KNOW | N/A | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------------------|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 52 53 54 55 |
| *J. Is there a boundary survey for the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 56 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 57 |
| 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. | | | | | 58 59 60 61 |
| 2. WATER | | | | | 62 |
| A. Household Water | | | | | 63 |
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system | | | | | 64 65 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 66 |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67 68 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/> If no, please explain: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 70 71 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 73 |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 75 |
| (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"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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"/> | <input type="checkbox"/> | <input type="checkbox"/> | 77 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 78 |
| B. Irrigation Water | | | | | 79 |
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 80 81 |
| *(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 type="checkbox"/> | <input checked="" type="checkbox"/> | 82 83 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 84 |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 85 |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 86 |
| If so, please identify the entity that supplies water to the property: | | | | | 87 88 |
| C. Outdoor Sprinkler System | | | | | 89 |
| (1) Is there an outdoor sprinkler system for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 90 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 91 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 92 |
| 3. SEWER/ON-SITE SEWAGE SYSTEM | | | | | 93 |
| A. The property is served by: | | | | | 94 |
| <input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) | | | | | 95 |
| <input type="checkbox"/> Other disposal system | | | | | 96 |
| Please describe: | | | | | 97 |

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SELLER DISCLOSURE STATEMENT
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- | | YES | NO | DON'T
KNOW | N/A | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----------------|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 99 100 |
| If no, please explain: | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 102 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| * (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 105 106 |
| (2) When was it last pumped? | | | | | 107 |
| * (3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 108 |
| (4) When was it last inspected? | | | | <input checked="" type="checkbox"/> | 109 |
| By whom: | | | | | 110 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | | <input checked="" type="checkbox"/> | 111 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 112 113 |
| If no, please explain: | | | | | 114 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 116 117 |
| If no, please explain: | | | | | 118 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 119 120 |

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

4. STRUCTURAL

- | | | | | | |
|---|---|--|-------------------------------------|-------------------------------------|------------|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127 |
| * (1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 128 |
| * (2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 129 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130 |
| If yes, year of original construction: <u>1947</u> | | | | | 131 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 132 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |
| <input type="checkbox"/> Foundations | <input checked="" type="checkbox"/> Decks <u>old deck</u> | <input type="checkbox"/> Exterior Walls | | | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 135 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 142 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 143 |
| If yes, when and by whom was the inspection completed? | | | | | 144 145 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 147 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 148 |

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5. SYSTEMS AND FIXTURES

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

If yes, please explain: _____

| | YES | NO | DON'T KNOW | N/A | 149 |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 150 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 151 |
| Hot water tank | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 152 |
| Garbage disposal | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 153 |
| Appliances | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 155 |
| Heating and cooling systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |
| Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 158 |

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

| | YES | NO | DON'T KNOW | N/A | 159 |
|-------------------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| Security System: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 160 |
| Tanks (type): <u>oil tank</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 161 |
| Satellite dish: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| Other: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 163 |

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

| | YES | NO | DON'T KNOW | N/A | 164 |
|-----------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| (1) Woodstove? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |
| (2) Fireplace insert? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166 |
| (3) Pellet stove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |
| (4) Fireplace? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |

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

| | YES | NO | DON'T KNOW | N/A | 169 |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |
| E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 171 |
| F. Is the property equipped with smoke detection devices? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 172 |
| (Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.) | | | | | 173 |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

| | YES | NO | DON'T KNOW | N/A | 174 |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| A. Is there a Homeowners' Association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 175 |
| 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: | | | | | 176 |
| B. Are there regular periodic assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 177 |
| \$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year | | | | | 178 |
| <input type="checkbox"/> Other: | | | | | 179 |
| *C. Are there any pending special assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 180 |
| *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"/> | <input type="checkbox"/> | 181 |

7. ENVIRONMENTAL

| | YES | NO | DON'T KNOW | N/A | 182 |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 183 |
| *B. Does any part of the property contain fill dirt, waste, or other fill material? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 184 |
| *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 185 |
| D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 186 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 187 |
| *F. Has the property been used for commercial or industrial purposes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 188 |

KMB 11/18/19
SELLER'S INITIALS Date

MS 11/18/19
SELLER'S INITIALS Date

PL

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

| | YES | NO | DON'T KNOW | N/A | |
|---|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-----|
| *G. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 205 |
| | | | | | 206 |
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 207 |
| | | | | | 208 |
| *I. Has the property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 209 |
| | | | | | 210 |
| *J. Has the property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 211 |
| | | | | | 212 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 212 |
| 8. LEAD BASED PAINT (Applicable if the house was built before 1978). | | | | | 213 |
| A. Presence of lead-based paint and/or lead-based paint hazards (check one below): | | | | | 214 |
| <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). | | | | | 215 |
| | | | | | 216 |
| <input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. | | | | | 217 |
| B. Records and reports available to the Seller (check one below): | | | | | 218 |
| <input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). | | | | | 219 |
| | | | | | 220 |
| | | | | | 221 |
| <input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. | | | | | 222 |
| 9. MANUFACTURED AND MOBILE HOMES | | | | | 223 |
| If the property includes a manufactured or mobile home, | | | | | 224 |
| *A. Did you make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 225 |
| If yes, please describe the alterations: | | | | | 226 |
| *B. Did any previous owner make any alterations to the home? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 227 |
| *C. If alterations were made, were permits or variances for these alterations obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 228 |
| 10. FULL DISCLOSURE BY SELLERS | | | | | 229 |
| A. Other conditions or defects: | | | | | 230 |
| *Are there any other existing material defects affecting the property that a prospective buyer should know about? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 231 |
| | | | | | 232 |
| B. Verification | | | | | 233 |
| 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. | | | | | 234 |
| | | | | | 235 |
| | | | | | 236 |
| | | | | | 237 |
| <u>SM Blum</u> 11/18/19 <u>mar Storey</u> 11/18/19 | | | | | 238 |
| Seller Date Seller Date | | | | | 239 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line
number(s) of the question(s).

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PL

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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Northwest Multiple Listing Service
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II. NOTICES TO THE BUYER

1. 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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

Buyer

Date

Buyer

Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer

Date

Buyer

Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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

Buyer

Date

Buyer

Date

KMB 11/18/19
SELLER'S INITIALS Date

MA 11/18/19
SELLER'S INITIALS Date

Handwritten signature

APPENDIX I

CITY OF SHORELINE CORRESPONDENCE

Chuck Lie

From: Heidi Webb <hwebb@shorelinewa.gov>
Sent: Wednesday, November 6, 2019 9:56 AM
To: Chuck Lie
Cc: Jessica Simulcik Smith
Subject: RE: Public Records Request for PRR-19-293 (Closed)

Hello Mr. Lie,

The City has received your payment and records are now available for your review on the City's OneDrive. You may download these records by accessing this link:

https://cityofshoreline-my.sharepoint.com/:f/g/personal/prrdelivery_shorelinewa_gov/EixS7bNU17tlqghBYE3Uq3ABgMte2RkpBpZwF05JQP4YSg?e=2Rt3og

If you don't have any other questions, I will consider this request closed.

The City Clerk's Office would like to know how well we responded to your request. Your response will allow us to continuously improve our service: **Public Records Request Survey**.

Regards,

Heidi M. Webb, Records Coordinator

City of Shoreline, City Clerk's Office
17500 Midvale Ave N
Shoreline WA 98133-4905
206-801-2233

From: Heidi Webb
Sent: Tuesday, November 5, 2019 2:09 PM
To: clie@terra-associates.com
Subject: Public Records Request for PRR-19-293 (Status Update)

Hi Mr. Lies,

This email is in response to Request No. PRR-19-293, outlined as follows:

"Permits for UST/AST placement or removal for 14718, 14710 and 14704 Meridian Ave N, 2116 NN 147th Street and 2123, 2117, and 2105 N 148th Street. For the same addresses, all solid waste or hazardous materials violations as well. For the same addresses, emergency Responses due to releases of hazardous materials or fuels. These are tax parcels 7771300055, 7771300065, 7771300070, 7771300140, 7771300150, 7771300145, and 7771300060."

Your request is ready. The records are in electronic format.

The City of Shoreline charges a fee for scans of public records to a sharing site and it is the City's policy to require payment prior to releasing them. Please see the attached invoice. You may come in and pay by cash or mail a check to the City Clerk's Office made payable to the "City of Shoreline". We are unable to take credit card. Please reference "*PRR-19-293*" on your check. Once we receive payment, we will email you a link to our OneDrive to download the records. **Records will be available for thirty (30) days from this notification.**

Regards,

Heidi M. Webb, Records Coordinator

City of Shoreline, City Clerk's Office
17500 Midvale Ave N
Shoreline WA 98133-4905
206-801-2233



**BUILDING CONSTRUCTION AND MODIFICATION
PERMIT FILES**





UNDERGRND TANK PIPE PERMIT

DEVELOPMENT SERVICES GROUP

17544 Midvale Ave. N, Shoreline, Wa. 98133-4921

Inspection Request Line: 546-5716 Office: 546-2338



| | | | |
|--------------------|------------------------|---------------------|------------------|
| Permit #: | Class: | Category: | Issue Date: |
| 1997-001360 | FIRE DEPARTMENT | FIRE SYSTEMS | 7/08/1997 |

Site: 14718 MERIDIAN AV N

Project Description:

REMOVE RESIDENTIAL HEATING OIL TANK

Valuation:

Permit Sq Ft:

Parcel #:7771300060

Zoning:

Legal Description:

BLK 2 LOT 2 SHORELINE HEIGHTS ADD

Owner: ROSS L & LLOYD V BARNHART
14718MERIDIAN AVE N
(000)000-0206

SEATTLE

98133-6724

Customer/Applicant: ROSS BAINHART
14718 MERIDIAN AV N
SHORELINE,WA. 98133

(206)367-8820

Contractor: FILCO COMPANY INC.
PO BOX 31228
SEATTLE

PHIL SUETENS

WA 98103-0000

FILCOCI080RU

10/10/1997

1. THIS PERMIT MUST BE POSTED ON THE JOB SITE AT ALL TIMES IN A VISIBLE AND READILY ACCESSIBLE LOCATION.
2. THIS PERMIT IS SUBJECT TO ALL CORRECTIONS INDICATED ON THE ASSOCIATED PLANS AND ATTACHED CONDITIONS.
3. WORK MAY PROCEED ONLY AT THE DIRECTION OF THE FIELD INSPECTOR. TO REQUEST AN INSPECTION OF WORK COMPLETED, CALL OUR 24 HOUR REQUEST LINE 546-5716.
4. PERMITS ARE VALID FOR 12 MONTHS FROM DATE OF ISSUE. IF PROJECT IS NOT COMPLETE BY THAT DATE, PERMIT RENEWAL, WITH APPLICABLE FEE, IS REQUIRED. CALL 546-1811 FOR ASSISTANCE.

Construction

Type

Floor

Occupancies

**Occupancy
Group**

**SQ FT Under
this Cert.**

**Occupant
Load**

**Floor
Load**

1997-001360

1997-001360



City Of Shoreline
Development Services Group
APPLICATION FORM AND AFFIDAVIT

17544 Midvale Avenue North, Shoreline, Washington 98133-4921 Telephone (206) 546 - 2338 Fax (206) 546- 8761

Project Type: _____
Project Description: Remove heating oil Tank
Project Cost/Valuation: 500⁰⁰
Project Address: 14718- Meridian Ave N.H.
(Please leave blank if address is not assigned. For multiple addresses, please list on separate sheet and attach.)
Parcel Number (i.e. Property Tax Account Number) _____
Legal Description: _____

(If more space is needed for description and/or if site includes multiple parcels, please list each parcel with its legal description on an attached sheet.)

Property Owner: Ross Babinhart
Address: 14718- Meridian Ave N.H. City Shoreline State WA Zip 98133
Phone: Day ()--367--8820 Evening ()-- --
Owner's Authorized Agent: _____

Address: _____ City _____ State _____ Zip _____
Phone: Day ()-- -- Evening ()-- --

Name of Contractor: Filio Co Inc
Contact Person: Phil Suetano Phone: ()--547--0347
Address: POB1228 City Sec State WA Zip 98123
Contractor's Registration # FELCOC 1080RY Expires 10/10/1997

Or, if the property owner is the builder, the owner agrees to comply with Washington State laws regarding contractor's registration.

Property Owner's Signature _____

I certify under the laws of the State of Washington under penalty of perjury that the information furnished by the owner or owner's agent in support of this permit application is true and correct. I certify that all applicable City of Shoreline codes and requirements for the work authorized by this permit, if issued, will be met.

Property Owner's Signature _____ Date _____ 19__

or

Authorized Agent's Signature Phil Date 7/7/ 1997



City of Shoreline
Development Services Group
Receipt



Receipt #: 0000004590

Received from: 28578 ROSS

BAINHART

| Reference # | T-Code | T-Date | Description | Amount |
|-------------|--------|-----------|-------------|------------|
| 0000007428 | 128 | 7/08/1997 | PERMIT FEE | 90.00 A000 |

Check Number: 13068

Total Paid: 90.00

Permit No.: 1997001360

FILCO COMPANY, INC.
3503 PHINNEY AVENUE N.
P.O. BOX 31228
SEATTLE, WA 98103
547-8347

US BANK
BALLARD BRANCH
5602 15TH AVE. NW
SEATTLE, WA 98107
19-10/1250 09

13068

PAY TO THE
ORDER OF

City of Shoreline
ninety 00

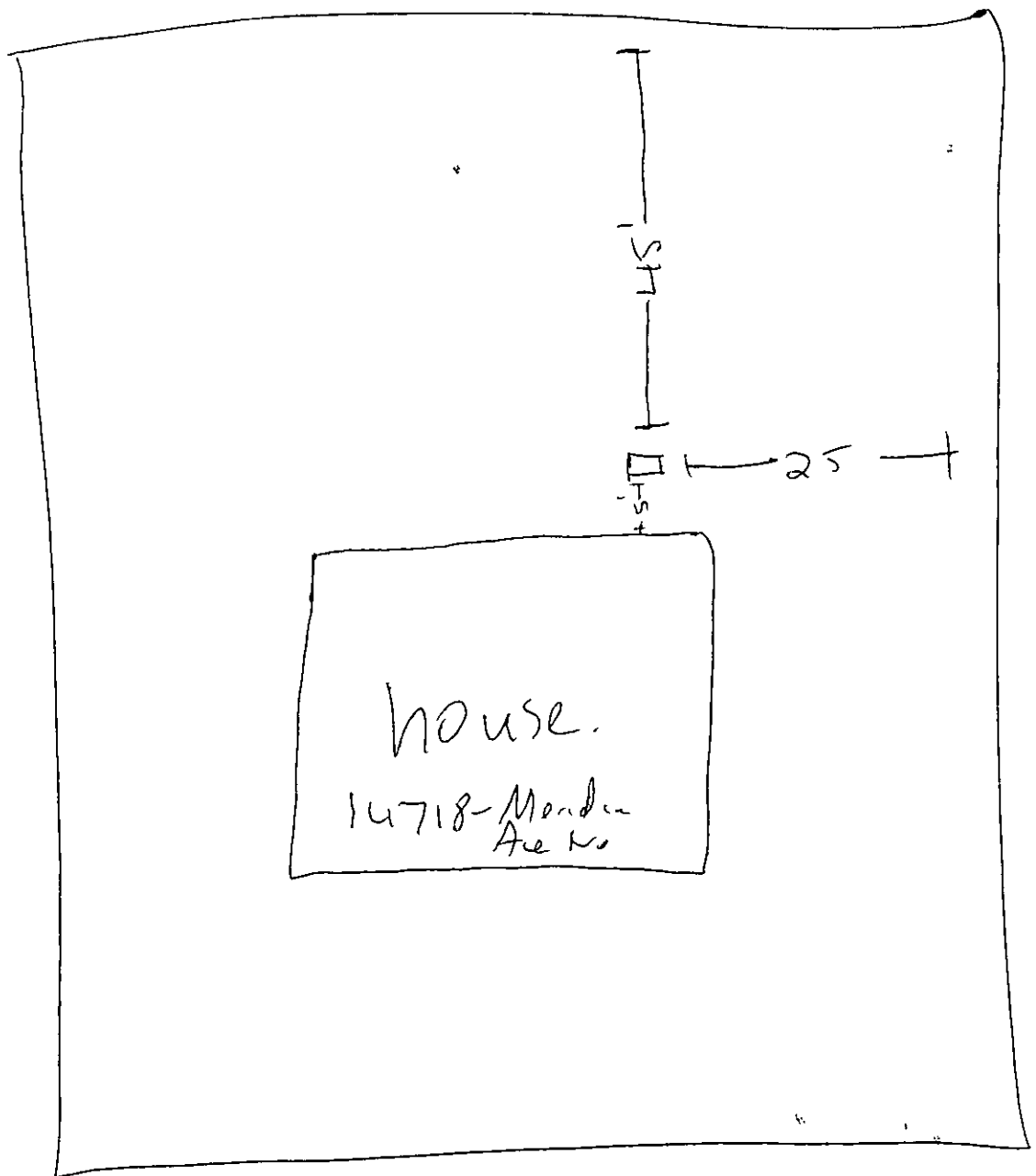
717197
\$ *90.00*

DOLLARS

PHIL SUETENS
VOID AFTER 90 DAYS

[Signature]
AUTHORIZED SIGNATURE

MEMO



Menden Ave North





**BUILDING CONSTRUCTION AND MODIFICATION
PERMIT FILES**



*** 1 0 1 8 4 9 ***

PERMIT FILE LOGSHEET

Project # 101849

Project Manager: MB

PROJECT NAME: Dan Swanberg ZONE:

ASSIGNED SITE ADDRESS (S): 2116 - N 147th St.

PROJECT DESCRIPTION: Fill in place Res. Oil Tank

☐ PRE APP. MEETING - DATE: ☐ STOP WORK ORDER - Issued :

CATEGORY: ☒ Building ☐ Land Use ☒ Fire Systems CLASS: ☐ Commercial ☒ Residential

CONTACT PERSON: PHONE #

DATE SUBMITTAL DATE

| 1 ST SUB. | 2 ND SUB. | BUILDING PLANS | 1 ST SUB. | 2 ND SUB. | ENGINEERING CALCULATIONS/ REPORTS |
|----------------------|----------------------|-----------------------------|----------------------|----------------------|-----------------------------------|
| | | ARCHITECTURAL | | | STRUCTURAL |
| | | STRUCTURAL DRAWINGS | | | DRAINAGE |
| | | MECHANICAL | | | SOILS/GEOTECH |
| | | ELECTRICAL (Lighting) | | | TRAFFIC |
| | | PLUMBING | | | CRITICAL AREA |
| | | SITE PLANS | | | OTHER |
| | | ARCHITECTURAL/ PLOT PLAN | | | ENERGY FORMS |
| | | LANDSCAPING | | | ENVELOPE |
| | | SURVEY/INCLUDING TREES | | | LIGHTING |
| | | GRADING | | | MECHANICAL |
| | | TREE RETENTION & REPLANTING | | | RESIDENTIAL |

OTHER DOCUMENTS

| | | | | |
|--|--|-------------------------|--|--------------------------------|
| | | LAND USE CRITERIA SHEET | | SEWER AVAILABILITY CERTIFICATE |
| | | ENVIRONMENTAL CHECKLIST | | WATER AVAILABILITY CERTIFICATE |
| | | CRITICAL AREA WORKSHEET | | OTHER: |

| | | | | |
|----------------|--|--------------------------------------|----------------------------------|--|
| <u>7/31/01</u> | | ESTIMATED TOTAL FEE: <u>\$114. -</u> | AMOUNT RECEIVED: <u>\$114. -</u> | <input type="checkbox"/> EXPEDITED (Letter & Addition Fees) |
|----------------|--|--------------------------------------|----------------------------------|--|

REVIEWS

| REQ. | APPROVED initials Date | REVIEW / NOTES | REQ. | APPROVED Initials Date | REVIEW / NOTES |
|------|---------------------------|-------------------|------|---------------------------|------------------------|
| | | ARCHITECTURAL | | | ADDRESS/LEGAL/PARCEL |
| | | STRUCTURAL | | | ZONING |
| | | MECHANICAL | | | PARKING |
| | | ENERGY | | | LANDSCAPING |
| | | FIRE DEPARTMENT | | | TRAFFIC |
| | | HEALTH DEPARTMENT | | | SEPA |
| | | CLEAR / GRADING | | | CRITICAL AREAS |
| | | TREE RETENTION | | | PRELIMINARY SHORT PLAT |
| | | DRAINAGE | | | FINAL SHORT PLAT |
| | | SITE DEVELOPMENT | | | LOT LINE ADJUSTMENT |
| | | TEMPORARY USE | | | VARIANCE FOR: |
| | | CONDITIONAL USE | | | OTHER: |
| | | R.O.W. | | | OTHER: |

ISSUANCE

| REQ. | Date Rec'd | ITEMS: | PERMIT ISSUED Date: <u>7/31/01</u> Initials: <u>KB</u> |
|----------|----------------|--|---|
| | | FEE BALANCE | |
| <u>✓</u> | <u>7/31/01</u> | COPY OF CONTRACTOR'S LICENSE <u>Active</u> | |
| | | FINANCIAL GUARANTEES (Specify) | |
| | | RIGHT OF WAY | |
| | | OTHER ITEMS (Specify) | |



Residential Tank Checklist

Permit # 101849 Address 2116 N 147th

Tank Fill

- ☒ Permit on site
- ☒ Pump and rinse certificate
- ☒ Fire extinguisher on site
- ☒ Tank filled: ☐ Foam ☒ Sand ☒ Slurry
- ☒ Vent pipe removed and plugged
- ☒ Fill pipe removed or cut below ground and plugged
- ☒ Permit signed off

Tank Removal

- ☐ Permit on site
- ☐ Tank contents pumped out
- ☐ Tank inerted (1lb. dry ice per 50 gallons tank capacity)
- ☐ Safe practices observed
- ☐ Fire extinguishers on site
- ☐ No smoking sign
- ☐ Tank removed and loaded for transport off site
- ☐ Hole clean, or;
- ☐ Site assessment recommended*
- ☐ Permit signed off

* obvious signs of contamination; smell, oil sheen, etc. should be noted on permit notes as "Site assessment recommended".

NOTES: BASIN

Inspector: Mam Bunge Date: 8/3/01



FIRE SYSTEMS PERMIT
PLANNING AND DEVELOPMENT SERVICES

17544 Midvale Ave. N, Shoreline, Wa. 98133-4921

Building Inspection Request Line: (206)546-2729 * Office: (206)546-1811 * Right-of-Way Inspection Fax: (206)546-8761

| | | | | |
|---------------|----------------------|-----------------|-------------------|-------------------|
| Permit #: | Class: | Category: | Issue Date: | Expire Date: |
| 101849 | SINGLE-FAMILY | BUILDING | 07/31/2001 | 07/31/2002 |

Project Description:

FILL IN PLACE RESIDENTIAL OIL TANK

Valuation: 0.00

Permit Sq Ft: 0.00

Site: 2116 N 147TH ST

| | | | |
|---------------------|---|---|----|
| Parcel #: | 7771300140 | Zoning: | R6 |
| Legal Description: | BLK 2 LOT 18 SHORELINE HEIGHTS ADD | | |
| Owner: | Dan Swanberg | | |
| Customer/Applicant: | Dan Swanberg | | |
| Contractor: | BASIN TANK & ENVIRONMEN (206)763-2948 x | PATTY KEENE | |
| Primary: | Y P.O. BOX 24906 | (206)763-2948 x | |
| | SEATTLE WA 98124- | CONSTR RASINTEO3OD4 | |
| | | 05/09/2001 | |
| | | PATTY KEENE BASIN TANK & ENVIRONMENTAL, | |
| | | (206)763-2948 x | |
| | | CONSTR BASINTE030D4 | |
| | | 03/21/2002 | |

1. THIS PERMIT MUST BE POSTED ON THE JOB SITE AT ALL TIMES IN A VISIBLE AND READILY ACCESSIBLE LOCATION.
2. THIS PERMIT IS SUBJECT TO ALL CORRECTIONS INDICATED ON THE ASSOCIATED PLANS AND ATTACHED CONDITIONS.
3. WORK MAY PROCEED ONLY AT THE DIRECTION OF THE FIELD INSPECTOR. TO REQUEST AN INSPECTION OF WORK COMPLETED. CALL OUR 24 HOUR REQUEST LINE (206)546-2729, RIGHT-OF-WAY INSPECTIONS FAX LINE (206)546-8761.
4. PERMITS ARE VALID FOR 12 MONTHS FROM DATE OF ISSUANCE. IF PROJECT IS NOT COMPLETE BY THAT DATE, PERMIT RENEWAL IS REQUIRED WITH APPLICABLE FEES. CALL (206)546-1811 FOR ASSISTANCE.

| | | | |
|----------------------------|----|----------------------|----|
| Other Requirements: | | | |
| Mechanical Permit: | NO | Right-of-Way Permit: | NO |
| Construction Type: | | Occupancy Use: | |
| | | Sprinkler System: | NO |
| | | Fire Alarm: | NO |
| | | Area (SF): | |

101849

101849

N ↑

GRASS

VENT

FILL

300

ASPHALT

BACK DOOR →

House

2116 N 147th St
Shoreline, WA

FRONT DOOR

FLOWER BED

SIDEWALK

CEMENT
DRIVEWAY

GRASS

147th

RECEIVED
AUG 02 2001
P&OS

#101849

[illegible]



FIRE SYSTEMS PERMIT PLANNING AND DEVELOPMENT SERVICES

17544 Midvale Ave. N, Shoreline, Wa. 98133-4921

Building Inspection Request Line: (206)546-2729 * Office: (206)546-1811 * Right-of-Way Inspection Fax: (206)546-8761

| | | | | |
|---------------|----------------------|-----------------|-------------------|-------------------|
| Permit #: | Class: | Category: | Issue Date: | Expire Date: |
| 101849 | SINGLE-FAMILY | BUILDING | 07/31/2001 | 07/31/2002 |

Project Description:

FILL IN PLACE RESIDENTIAL OIL TANK

Valuation: 0.00

Permit Sq Ft: 0.00

Site: 2116 N 147TH ST

Parcel #: 7771300140 Zoning: R6

Legal Description:

BLK 2 LOT 18 SHORELINE HEIGHTS ADD

Owner:

Dan Swanberg

Customer/Applicant:

Primary:

Dan Swanberg

| | | |
|--------------------|---|---|
| Contractor: | BASIN TANK & ENVIRONMEN (206)763-2948 x | PATTY KEENE |
| Primary: | Y P.O. BOX 24906 | (206)763-2948 x |
| | SEATTLE WA 98124- | CONSTR RASINTEO3OD4 |
| | | 05/09/2001 |
| | | PATTY KEENE BASIN TANK & ENVIRONMENTAL, I |
| | | (206)763-2948 x |
| | | CONSTR BASINTE030D4 |
| | | 03/21/2002 |

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4. PERMITS ARE VALID FOR 12 MONTHS FROM DATE OF ISSUANCE. IF PROJECT IS NOT COMPLETE BY THAT DATE, PERMIT RENEWAL IS REQUIRED WITH APPLICABLE FEES. CALL (206)546-1811 FOR ASSISTANCE.

Other Requirements:

Mechanical Permit: NO Right-of-Way Permit: NO Sprinkler System: NO Fire Alarm: NO

Construction Type:

Occupancy Use:

Area (SF):

101849

101849



City Of Shoreline
Development Services Group
APPLICATION FORM AND AFFIDAVIT

RECEIVED
JUL 31 2001

17544 Midvale Avenue North, Shoreline, Washington 98133-4921 Telephone (206) 546-2338 Fax (206) 546-8761

Project Type: Residential AST FILL IN PLACE

Project Description: 11

Project Cost/Valuation: _____

Project Address: 2116 North 147th St Shoreline WA
(Please leave blank if address is not assigned. For multiple addresses, please list on separate sheet and attach.)

Parcel Number (i.e. Property Tax Account Number) _____

Legal Description: _____

(If more space is needed for description and/or if site includes multiple parcels, please list each parcel with its legal description on an attached sheet.)

Property Owner: DAVID SWANBERG

Address: 2113-35th Avenue SE City SEA State _____ Zip 98199

Phone: Day (206) 715-3467 Evening () _____

Owner's Authorized Agent: PARBIN TANK & ENVIRONMENTAL

Address: _____ City _____ State _____ Zip _____

Phone: Day () _____ Evening () _____

Name of Contractor: PARBIN TANK & ENVIRONMENTAL

Contact Person: PATY KEENE Phone: (206) 763-2948

Address: PO Box 24906 City SEA State WA Zip 98124

Contractor's Registration # BA310TED3004 Expires 03/31/2002

Or, if the property owner is the builder, the owner agrees to comply with Washington State laws regarding contractor's registration.

Property Owner's Signature _____

I certify under the laws of the State of Washington under penalty of perjury that the information furnished by the owner or owner's agent in support of this permit application is true and correct. I certify that all applicable City of Shoreline codes and requirements for the work authorized by this permit, if issued, will be met.

Property Owner's Signature _____ Date _____ 19 ____

or

Authorized Agent's Signature Paty Keene Date 7/31/2001

City of Shoreline
17544 Midvale Ave. N.
Shoreline, WA 98133
(206)546-1700

FIRE_SYS Building Application

Report Date 07/31/2001 04:10 PM

Submitted By

Page 1

A/P # 101849

Application Information

Stages

| | Date / Time | By | | Date / Time | By |
|-----------|-------------|----|----------|-------------|----|
| Processed | | | Temp COO | | |
| Issued | | | COO | | |
| Final | | | Expires | | |

Associated Information

| | | | | |
|------------------|------|---------------|--|---|
| Type of Work | SF | SINGLE-FAMILY | # Plans | 0 |
| Dept of Commerce | | | # Pages | 0 |
| Priority | | | <input checked="" type="checkbox"/> Auto Reviews | |
| Square Footage | 0.00 | Name | SWANBERG, DAVID | |

Valuation

| | |
|----------------------|------|
| Declared Valuation | 0.00 |
| Calculated Valuation | 0.00 |
| Actual Valuation | 0.00 |

Description of Work

FILL IN PLACE RESIDENTIAL OIL TANK

Parent A/P

Project #

Project/Phase Name

Phase #

Size/Area

Size Description

Property/Site Information

Address 2116 N 147TH ST
SHORELINE WA 98133-

Location

Owner/Tenant

There are no contacts for this site

Linked Addresses

No Addresses are linked to this Application

A/P Linked Addresses

No Addresses are linked to this Application

Linked Parcels

7771300140

A/P Linked Parcels

No Parcels are linked to this Application

Applicants/Contacts

No Applicant Contacts

Contractors

| | | | | | |
|-------------|--------------------|------------|--------|---------|----------------------------|
| Primary | Y | Contact ID | BASINT | Name | BASIN TANK & ENVIRONMENTAL |
| Phone | (206)763-2948 x | Fax | | Address | P.O. BOX 24906 |
| Comments | SEATTLE, WA 98124- | | | | |
| No Comments | | | | | |

| License # | Type | Contact ID | Name |
|--------------|--------|------------|--|
| BASINTE030D4 | CONSTR | AC37331 | PATTY KEENE BASIN TANK & ENVIRONMENTAL, INC. |

City of Shoreline
17544 Midvale Ave. N.
Shoreline, WA 98133
(206)546-1700

FIRE_SYS Building Application

Report Date 07/31/2001 04:10 PM

Submitted By

Page 2

| Fees | Status | Paid Date | Amount |
|--|--------|------------------|--------|
| TANK & PIPING SYSTEMS INITIAL FEE (CITY) | P | 07/31/2001 16:10 | 11.40 |
| TANK & PIPING SYSTEMS INITIAL FEE (FIRE) | P | 07/31/2001 16:10 | 102.60 |
| Total Unpaid | 0.00 | Total Paid | 114.00 |

| Employee ID | Last | First | MI | Comments |
|-------------|------|-------|----|----------|
|-------------|------|-------|----|----------|

No Employee Entries

| Log Action | Description | Entered By | Start | Stop |
|------------|-------------|------------|-------|------|
|------------|-------------|------------|-------|------|

No Log Entries

City of Shoreline
17544 Midvale Ave. N.
Shoreline, WA 98133
(206)546-1700

Receipt

Report Date 07/31/2001 04:10 PM

Submitted By

Page 1

Trn # 1970 Trn Date 07/31/2001 16:10 Template Type BLDG A/P # 101849
Customer BASIN TANK & ENVIRONMENTAL
DBA
Address P.O. BOX 24906
SEATTLE WA 98124- Cash Payment
Check # 7292 114.00

| Fees Item | Dest Budget # | Amount |
|--|---------------|--------|
| TANK & PIPING SYSTEMS INITIAL FEE (CITY) | D032 | 11.40 |
| TANK & PIPING SYSTEMS INITIAL FEE (FIRE) | D048 | 102.60 |
| Total Amount | | 114.00 |
| Amount Paid | | 114.00 |
| Total Amount Due | | 0.00 |

BASIN TANK & ENVIRONMENTAL INC

UST DIVISION

EPA ID #WAD988477501 CONTRACTOR #BASINTE030D4
P.O. BOX 24906 • SEATTLE, WASHINGTON 98124-0906
1-800-439-2948 (206) 763-2948

US BANK

FOURTH SOUTH & MICHIGAN BRANCH
303 SOUTH MICHIGAN, P.O. BOX 81167
SEATTLE, WASHINGTON 98108
19-10/1250 - 6

07292

8/3/01

PAY TO THE
ORDER OF CITY OF SHORELINE

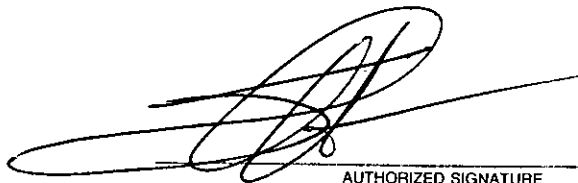
\$ **114.00

One Hundred Fourteen and 00/100 ***** DOLLARS

CITY OF SHORELINE
17544 MIDVALE AVENUE NORTH
SHORELINE WA 98133-4921

MEMO

UST PERMIT


AUTHORIZED SIGNATURE MP

⑈007292⑈ ⑆125000105⑆153500294464⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

PRR-19-293 - Withholding Index

“Permits for UST/AST placement or removal for 14718, 14710 and 14704 Meridian Ave N, 2116 NN 147th Street and 2123, 2117, and 2105 N 148th Street. For the same addresses, all solid waste or hazardous materials violations as well. For the same addresses, emergency Responses due to releases of hazardous materials or fuels. These are tax parcels 7771300055, 7771300065, 7771300070, 7771300140, 7771300150, 7771300145, and 7771300060”

| Exemption Information | Type of Record | Date of the Record | What was redacted? | What pages were Redacted |
|--------------------------------------|----------------|--------------------|---|--------------------------|
| RCW 42.56.230 – Personal Information | Permit File | 1997 | Checking Account Numbers on a copy of check | Page 4 |

Exemption Table

| Exemption Number and Brief Description | Detailed Exemption Description |
|---|--|
| RCW 42.56.230 (5) Financial Information | RCW 42.56.230 (5) Credit card numbers, debit card numbers, electronic check numbers, card expiration dates, or bank or other financial account numbers, except when disclosure is expressly required by or governed by other law. |

Chuck Lie

From: webmaster@shorelinewa.gov
Sent: Friday, November 22, 2019 12:01 PM
To: Chuck Lie
Subject: New online Public Records request submitted

A new entry to a form/survey has been submitted.

Form Name: Public Records Request
Date & Time: 11/22/2019 12:01 pm
Response #: 770
Submitter ID: 32687
IP address: 74.92.228.5
Time to complete: 2 min. , 48 sec.

Survey Details

Page 1

The City of Shoreline is committed to providing the public with full access to public records with the fullest assistance and most timely response, while protecting public records from damage and disorganization, and preventing excessive interference with other essential functions of the City. To make a public records request, please fill out and submit the form below. *Items marked with * are required.*

Please note that record requests for Shoreline Police records should be submitted to the King County Sheriff's Office by following instructions found on the [King County website](#).

1. Name:

First and Last Name Charles Lie-Terra Associates Inc

2. Your Address:

Street Address, City, State, Zip 12220 113th Ave NE, Suite 130, Kirkland, WA 98034

3. Phone Number:

4258217777

4. Email address:

clie@terra-associates.com

5. Retype Email address:

clie@terra-associates.com

6. Description of the records you are requesting:

Be specific and provide as much detail as possible; include specific dates or date ranges; document title; address and owner of property; file name or number; incident location and date; case number; any other names associated with your request; etc. Please note Public records requests for Shoreline Police records should be submitted to the King County Sheriff's Office.

UST or AST installation or removal, hazardous or solid waste violations, reports of releases of hazardous materials or fuels for all dates available for the following houses/tax parcels

2150 N 147th St 7771300110

2142 N 147th St 7771300115

2132 N 147th St 7771300125

2122 N 147th St 7771300135

7. I would like to:

Check one

☒ Purchase copies of paper and/or electronic records

8. By checking this box I agree to the following:

☒ I agree to pay any applicable copy charges pursuant to the City of Shoreline's fee schedule plus the cost of postage if the records are mailed to me. (There is no charge for inspection of records)

Thank you,
City of Shoreline

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Chuck Lie

From: Heidi Webb <hwebb@shorelinewa.gov>
Sent: Tuesday, November 26, 2019 9:51 AM
To: Chuck Lie
Cc: Jessica Simulcik Smith
Subject: Public Records Request for PRR-19-310 (Closed)

Hi Mr. Lie,

This email is in response to Request No. PRR-19-310, outlined as follows:

“UST or AST installation or removal, hazardous or solid waste violations, reports of releases of hazardous materials or fuels for all dates available for the following houses/tax parcels

2150 N 147th St 7771300110

2142 N 147th St 7771300115

2132 N 147th St 7771300125

2122 N 147th St 7771300135”

There are no responsive records. You may want to contact the Shoreline Fire Department at publicrecords@shorelinefire.com for the UST/AST installation or removal.

If you don't have any other questions, I will consider this request closed.

The City Clerk's Office would like to know how well we responded to your request. Your responses will allow us to continuously improve our service.

[Public Disclosure Request Survey](#)

Regards,

Heidi M. Webb, Records Coordinator

City of Shoreline, City Clerk's Office
17500 Midvale Ave N
Shoreline WA 98133-4905
206-801-2233

APPENDIX J

LOCAL FIRE DEPARTMENT CORRESPONDENCE

Public Records Officer
Shoreline Fire Department
17525 Aurora Avenue North
Shoreline, WA 98133

Phone: 206-533-6500
Fax: 206-237-2458
publicrecords@shorelinefire.com



- SFD Use Only -

Request # _____

Date Due: _____

Extended To: _____

Extended To: _____

Extended To: _____

REQUEST FOR PUBLIC RECORDS

Name: Charles R Lie-Terra Associates Inc E-mail: clie@terra-associates.com
Street Address: 12220 113th Ave NE, #130 City, State & Zip: Kirkland, WA 98034
Phone Number: 425.821.7777 Business: Terra Associates Inc Fax: _____

RECORDS REQUESTED: *(Please be as specific and detailed as possible in your description of the records you seek. Attach additional information, if necessary, to assist us in locating responsive records. Failure to provide sufficient information to identify the record(s) you seek may cause delays in satisfying your request.)*

UST or AST installation or removal, hazardous or solid waste violations, reports of releases of hazardous materials or fuels for all dates available for the following houses/tax parcels

2150 N 147th St 7771300110

2142 N 147th St 7771300115

2132 N 147th St 7771300125

2122 N 147th St 7771300135 This request has also been sent to the City of Shoreline.

☒ I am requesting _____ copies / duplicates of the records indicated above. Select format: ☐ Paper or ☒ Electronic

☐ I am requesting an appointment to review the records indicated above. There is no charge to review documents.

PLEASE READ AND ACKNOWLEDGE UPON SUBMITTING REQUEST

Agencies must respond within five business days of receiving a public records request by: (1) providing the record; (2) acknowledging receipt of your request and providing a reasonable estimate of the time the agency will require to respond; or (3) deny the request. I understand that if a list of individuals is provided to me, it will not be used for commercial purposes, to promote the election of an official, or promote or oppose a ballot proposition, as prohibited by law; nor is it construed as giving authority to give, sell or provide access to lists of individuals requested as prohibited by the Public Records Act. Further, I understand I will be charged as allowed by RCW 42.56.120: Fees of \$0.15 per page for printed copies and copies of electronic documents, \$0.10 per page for records scanned into a electronic format, \$0.05 per each four electronic files or attachments uploaded, \$0.10 per gigabyte for transmission in electronic format, plus the actual costs as authorized by statute. Upon receipt of a public records request that is unclear, our Department may ask the requestor to clarify what information the requestor is seeking in order to produce records. A clerical fee of \$26.00 will apply for medical records in addition to other authorized charges.

Signature of Requestor _____

Date and Time of Request 11-22-15

INTERNAL USE ONLY - INFORMATION TO BE COMPLETED BY DEPARTMENT PERSONNEL

Responsible staff must advise the Public Records Officer of non-routine or complex records requests immediately after receipt.

5-Day Letter Sent: _____ Extension Letter Sent: _____ Extension Letter Sent: _____

Notes: _____

☐ This Request Was Satisfied/Date: _____

☐ This Request Was Not Satisfied/Reason: _____

☐ This Request Was Denied/Reason: _____

This request was handled by: _____ Signature _____ Title _____

Total Records Fees: _____ Date Paid: ____/____/____ via _____ Check # _____ or _____ Cash

Chuck Lie

From: Nicholl, Courtney <cnicholl@shorelinefire.com>
Sent: Tuesday, November 5, 2019 12:01 PM
To: Chuck Lie
Cc: Nicholl, Courtney
Subject: FW: Public Records Request for Fire Department.pdf - SFD19-122 - COMPLETE
Attachments: Public Records Request for Fire Department.pdf

Good Afternoon Charles,

I received your request and assigned it an internal tracking number, SFD19-122.

Shoreline Fire does not have records of the placement of UST and/or AST on residential or commercial properties. I did check the records we have on file which are those of permits issued and the recording of the decommissioning and/or removal of USTs on residential properties (and the occasional commercial property depending on special circumstances). I did not find any records for the addresses you provided in your request for records.

I have also searched and located no records of violations regarding solid waste or hazardous materials for the addresses you provided in your request for records.

Unless you have any questions, I will consider your request complete.

Have a great rest of your day.

Thank you,
Courtney

Courtney Nicholl
Shoreline Fire Department
Fire Marshal's Office
p 206.533.6565
f 206.546.5719
cnicholl@shorelinefire.com

From: Chuck Lie <CLie@terra-associates.com>
Sent: Thursday, October 31, 2019 4:45 PM
To: Public Records <publicrecords@shorelinefire.com>
Cc: Evan Eckles <eeckles@terra-associates.com>
Subject: Public Records Request for Fire Department.pdf

External Email Alert! Use caution before clicking links or opening attachments.

Greetings, here is a public records request. Please call if you have any questions or need clarification. We sent an identical request to the City of Shoreline. There is a typo in one address, NN 147th Street should read N 147th Street. Thanks, Chuck

TERRA ASSOCIATES, INC
Charles R. (chuck) Lie, LHG LEG
12220 113th Ave NE, Suite 130
Kirkland, WA 98034

425.821.7777 office

206.396.5766 cell

APPENDIX K

ERIS DATABASE REPORT



DATABASE REPORT

| | |
|--------------------------|---|
| Project Property: | <i>Shoreline Townhouses Meridian Ave North Shoreline WA 98133</i> |
| Project No: | <i>T-8262</i> |
| Report Type: | <i>Database Report</i> |
| Order No: | <i>20191031333</i> |
| Requested by: | <i>Terra Associates Inc.</i> |
| Date Completed: | <i>November 1, 2019</i> |

Environmental Risk Information Services

A division of Glacier Media Inc.

1.866.517.5204 | info@erisinfo.com | erisinfo.com

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Notice: IMPORTANT LIMITATIONS and YOUR LIABILITY

Reliance on information in Report: This report DOES NOT replace a full Phase I Environmental Site Assessment but is solely intended to be used as database review of environmental records.

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Executive Summary

Property Information:

Project Property: *Shoreline Townhouses
Meridian Ave North Shoreline WA 98133*

Project No: *T-8262*

Coordinates:

Latitude: *47.735983*
Longitude: *-122.333771*
UTM Northing: *5,287,171.47*
UTM Easting: *549,950.59*
UTM Zone: *UTM Zone 10T*

Elevation: *400 FT*

Order Information:

Order No: *20191031333*
Date Requested: *October 31, 2019*
Requested by: *Terra Associates Inc.*
Report Type: *Database Report*

Historicals/Products:

Executive Summary: Report Summary

| Database | Searched | Search Radius | Project Property | Within 0.12mi | .125mi to 0.25mi | 0.25mi to 0.50mi | 0.50mi to 1.00mi | Total |
|--|----------|---------------|------------------|---------------|------------------|------------------|------------------|-------|
| <u>Standard Environmental Records</u> | | | | | | | | |
| Federal | | | | | | | | |
| NPL | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| PROPOSED NPL | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| DELETED NPL | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| SEMS | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| SEMS ARCHIVE | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| ODI | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| CERCLIS | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| IODI | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| CERCLIS NFRAP | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| CERCLIS LIENS | Y | PO | 0 | - | - | - | - | 0 |
| RCRA CORRACTS | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| RCRA TSD | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| RCRA LQG | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| RCRA SQG | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| RCRA CESQG | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| RCRA NON GEN | Y | .25 | 0 | 0 | 2 | - | - | 2 |
| FED ENG | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| FED INST | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| ERNS 1982 TO 1986 | Y | PO | 0 | - | - | - | - | 0 |
| ERNS 1987 TO 1989 | Y | PO | 0 | - | - | - | - | 0 |
| ERNS | Y | PO | 0 | - | - | - | - | 0 |
| FED BROWNFIELDS | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| FEMA UST | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| REFN | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| BULK TERMINAL | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| SEMS LIEN | Y | PO | 0 | - | - | - | - | 0 |
| SUPERFUND ROD | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |

| Database | Searched | Search Radius | Project Property | Within 0.12mi | .125mi to 0.25mi | 0.25mi to 0.50mi | 0.50mi to 1.00mi | Total |
|--|----------|---------------|------------------|---------------|------------------|------------------|------------------|-------|
| State | | | | | | | | |
| HSL | Y | 1 | 0 | 0 | 0 | 0 | 4 | 4 |
| CSCSL | Y | 1 | 0 | 0 | 0 | 2 | 16 | 18 |
| DELISTED SHWS | Y | 1 | 0 | 0 | 0 | 0 | 2 | 2 |
| CSCSL NFA | Y | .5 | 0 | 0 | 0 | 1 | - | 1 |
| SWF/LF | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| LUST | Y | .5 | 0 | 0 | 0 | 1 | - | 1 |
| LUST PTAP | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| UST LOAN | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| LST HOT | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| UST | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| DELISTED LST | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| AST | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| AST SPL PREV | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| DELISTED TNK | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| INST | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| VCP | Y | .5 | 0 | 0 | 0 | 1 | - | 1 |
| BROWNFIELDS | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| Tribal | | | | | | | | |
| INDIAN LUST | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| INDIAN UST | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| DELISTED ILST | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| DELISTED IUST | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| County | | | | | | | | |
| KING HIST LF | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| SEA HIST LF | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| KING SKLF | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| <u>Additional Environmental Records</u> | | | | | | | | |
| Federal | | | | | | | | |
| PFAS NPL | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| FINDS/FRS | Y | PO | 0 | - | - | - | - | 0 |
| TRIS | Y | PO | 0 | - | - | - | - | 0 |
| PFAS TRI | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| HMIRS | Y | .125 | 0 | 0 | - | - | - | 0 |
| NCDL | Y | .125 | 0 | 0 | - | - | - | 0 |
| TSCA | Y | .125 | 0 | 0 | - | - | - | 0 |
| HIST TSCA | Y | .125 | 0 | 0 | - | - | - | 0 |
| FTTS ADMIN | Y | PO | 0 | - | - | - | - | 0 |

| Database | Searched | Search Radius | Project Property | Within 0.12mi | .125mi to 0.25mi | 0.25mi to 0.50mi | 0.50mi to 1.00mi | Total |
|------------------|----------|---------------|------------------|---------------|------------------|------------------|------------------|-------|
| FTTS INSP | Y | PO | 0 | - | - | - | - | 0 |
| PRP | Y | PO | 0 | - | - | - | - | 0 |
| SCRD DRYCLEANER | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |
| ICIS | Y | PO | 0 | - | - | - | - | 0 |
| FED DRYCLEANERS | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| DELISTED FED DRY | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| FUDS | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| MLTS | Y | PO | 0 | - | - | - | - | 0 |
| HIST MLTS | Y | PO | 0 | - | - | - | - | 0 |
| MINES | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| ALT FUELS | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| SSTS | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| PCB | Y | .5 | 0 | 0 | 0 | 0 | - | 0 |

State

| | | | | | | | | |
|----------------------|---|------|---|---|---|---|---|----|
| SPILLS | Y | .125 | 0 | 3 | - | - | - | 3 |
| SPILLS WATER | Y | .125 | 0 | 0 | - | - | - | 0 |
| ALL SITES | Y | .5 | 0 | 1 | 2 | 8 | - | 11 |
| ICR | Y | .5 | 0 | 0 | 0 | 3 | - | 3 |
| DRYCLEANERS | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| DELISTED DRYCLEANERS | Y | .25 | 0 | 0 | 0 | - | - | 0 |
| TIER 2 | Y | .125 | 0 | 0 | - | - | - | 0 |
| CDL | Y | PO | 0 | - | - | - | - | 0 |
| HIST CDL | Y | PO | 0 | - | - | - | - | 0 |

Tribal

No Tribal additional environmental record sources available for this State.

County

No County additional environmental record sources available for this State.

| | | | | | | |
|---------------|---|---|---|----|----|----|
| Total: | 0 | 4 | 4 | 16 | 22 | 46 |
|---------------|---|---|---|----|----|----|

* PO – Property Only

* 'Property and adjoining properties' database search radii are set at 0.25 miles.

Executive Summary: Site Report Summary - Project Property

| <i>Map Key</i> | <i>DB</i> | <i>Company/Site Name</i> | <i>Address</i> | <i>Direction</i> | <i>Distance (mi/ft)</i> | <i>Elev Diff (ft)</i> | <i>Page Number</i> |
|--------------------|-----------|--------------------------|----------------|------------------|-----------------------------|---------------------------|------------------------|
|--------------------|-----------|--------------------------|----------------|------------------|-----------------------------|---------------------------|------------------------|

No records found in the selected databases for the project property.

Executive Summary: Site Report Summary - Surrounding Properties

| Map Key | DB | Company/Site Name | Address | Direction | Distance (mi/ft) | Elev Diff (ft) | Page Number |
|-------------------|-----------------|----------------------------------|--|-----------|--------------------|----------------|--------------------|
| 1 | ALL SITES | Shoreline 145th | 2303 N 147th Street Shoreline WA 98133 | ESE | 0.09 / 490.24 | -8 | 23 |
| 2 | SPILLS | NULL | 145TH & MERIDIAN SEATTLE WA <i>Incident ID Incident Date:</i> 553507 2/22/2006 | S | 0.10 / 531.84 | 39 | 23 |
| 3 | SPILLS | RECOLOGY CLEANSCAPES | 2151 N 150TH ST SHORELINE WA <i>Incident ID Incident Date:</i> 86172 1/4/2016 | NNE | 0.11 / 594.95 | -67 | 23 |
| 4 | SPILLS | Recology Cleanscapes | 2320 N 147th St SHORELINE WA <i>Incident ID Incident Date:</i> 100456 6/1/2018 | E | 0.12 / 645.70 | -24 | 24 |
| 5 | RCRA NON GEN | EVERGREEN SCHOOL | 15201 MERIDIAN AVE N SEATTLE WA 98133 <i>EPA Handler ID:</i> WAR000002774 | N | 0.17 / 873.06 | -64 | 24 |
| 5 | ALL SITES | Evergreen School | 15201 MERIDIAN AVE N SEATTLE WA 98133 | N | 0.17 / 873.06 | -64 | 27 |
| 6 | RCRA NON GEN | UNITED CEREBRAL PALSY RES CTR | 14910 1ST AVE N SEATTLE WA 98155 <i>EPA Handler ID:</i> WAD083354738 | ENE | 0.21 / 1,123.90 | -73 | 28 |
| 6 | ALL SITES | United Cerebral Palsy Res Ctr | 14910 1ST AVE N SEATTLE WA 98155 | ENE | 0.21 / 1,123.90 | -73 | 30 |
| 7 | ALL SITES | Lakeside School | 14050 1ST AVE NE SEATTLE WA 98125-3099 | SE | 0.31 / 1,632.93 | 12 | 30 |
| 8 | CSCSL | Kjorsvik Property | 14038 SUNNYSIDE AVE N SEATTLE WA 98133 | SSE | 0.31 / 1,654.36 | 43 | 31 |
| 8 | ICR | Kjorsvik Property | 14038 SUNNYSIDE AVE N SEATTLE WA 98133 | SSE | 0.31 / 1,654.36 | 43 | 31 |
| 8 | ALL SITES | Kjorsvik Property | 14038 SUNNYSIDE AVE N SEATTLE WA 98133 | SSE | 0.31 / 1,654.36 | 43 | 32 |

| Map Key | DB | Company/Site Name | Address | Direction | Distance (mi/ft) | Elev Diff (ft) | Page Number |
|---------------------------|--------------|---|--|------------------|-------------------------|-----------------------|---------------------------|
| <u>9</u> | ALL SITES | Parkwood Elementary School | 1815 N 155TH ST SHORELINE WA 98133 | NNW | 0.36 / 1,922.02 | -56 | <u>33</u> |
| <u>10</u> | CSCSL | Crawford Property | 2326 N 155TH ST SHORELINE WA 98133 | NNE | 0.37 / 1,953.08 | -74 | <u>33</u> |
| <u>10</u> | ICR | Crawford Property | 2326 N 155TH ST SHORELINE WA 98133 | NNE | 0.37 / 1,953.08 | -74 | <u>34</u> |
| <u>10</u> | ALL SITES | Crawford Property | 2326 N 155TH ST SHORELINE WA 98133 | NNE | 0.37 / 1,953.08 | -74 | <u>35</u> |
| <u>11</u> | ALL SITES | Goodhue Plat | 13727 MERIDIAN AVE N SEATTLE WA 98133 | S | 0.44 / 2,298.93 | 61 | <u>35</u> |
| <u>12</u> | ICR | Seattle School Dist 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | 67 | <u>36</u> |
| <u>12</u> | LUST | Seattle SD 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | 67 | <u>38</u> |
| | | Facility Site ID: 24773715 | | | | | |
| <u>12</u> | CSCSL NFA | Seattle SD 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | 67 | <u>38</u> |
| <u>12</u> | ALL SITES | Seattle School Dist 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | 67 | <u>38</u> |
| <u>12</u> | VCP | Seattle SD 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | 67 | <u>39</u> |
| <u>13</u> | ALL SITES | Wine and Spirits Holdings LLC | 400 NE 145th St Ste 130 Seattle WA 98105-6165 | ESE | 0.45 / 2,367.88 | -82 | <u>40</u> |
| <u>14</u> | ALL SITES | LAKESIDE UPPER SCHOOL | 14056 4TH NE SEATTLE WA 98125 | SE | 0.49 / 2,575.92 | -60 | <u>40</u> |
| <u>15</u> | CSCSL | Pepper Hill Shopping Center | 14701 AURORA AVE N SHORELINE WA 98133 | W | 0.51 / 2,717.10 | 77 | <u>41</u> |

| Map Key | DB | Company/Site Name | Address | Direction | Distance (mi/ft) | Elev Diff (ft) | Page Number |
|---------------------------|------------------|-----------------------------------|--|------------------|-------------------------|-----------------------|---------------------------|
| <u>16</u> | CSCSL | Aurora Texaco | 14507 AURORA AVE N SHORELINE WA 98133 | WSW | 0.52 / 2,743.71 | 81 | <u>41</u> |
| <u>16</u> | HSL | Aurora Texaco | 14507 AURORA AVE N SHORELINE WA 98133 | WSW | 0.52 / 2,743.71 | 81 | <u>41</u> |
| <u>17</u> | CSCSL | Cobb Deshaies | 13725 2ND AVE NE SEATTLE WA 98125 | SSE | 0.52 / 2,770.38 | 24 | <u>42</u> |
| <u>18</u> | DELISTED SHWS | Opus Bank | 15225 AURORA AVE N SHORELINE WA 98133-6123 | WNW | 0.59 / 3,090.17 | 29 | <u>42</u> |
| <u>19</u> | CSCSL | Auto Nation Hyundai of Seattle | 14005 AURORA AVE N SEATTLE WA 98133 | SW | 0.61 / 3,204.92 | 78 | <u>42</u> |
| <u>20</u> | CSCSL | Chevron 200410 | 15510 AURORA AVE N SHORELINE WA 98133 | NW | 0.64 / 3,373.28 | 26 | <u>43</u> |
| <u>20</u> | HSL | Chevron 200410 | 15510 AURORA AVE N SHORELINE WA 98133 | NW | 0.64 / 3,373.28 | 26 | <u>44</u> |
| <u>21</u> | CSCSL | LAURELHURST OIL CO | 14330 LINDEN AVE N SEATTLE WA 98133 | WSW | 0.66 / 3,490.45 | 77 | <u>44</u> |
| <u>21</u> | HSL | LAURELHURST OIL CO | 14330 LINDEN AVE N SEATTLE WA 98133 | WSW | 0.66 / 3,490.45 | 77 | <u>45</u> |
| <u>22</u> | CSCSL | Haller Lake Texaco | 13401 ROOSEVELT WAY N SEATTLE WA 98133 | SSE | 0.67 / 3,556.60 | 47 | <u>45</u> |
| <u>23</u> | CSCSL | Aurora Triangle | 15555 AURORA AVE N SHORELINE WA 98133 | NW | 0.68 / 3,589.24 | 26 | <u>45</u> |
| <u>24</u> | DELISTED SHWS | Hendrickson Property | 928 N 160TH ST SEATTLE WA 98133 | NW | 0.86 / 4,532.19 | 27 | <u>46</u> |
| <u>25</u> | CSCSL | PINEHURST AUTO SALES | 14929 WESTMINSTER WAY N SEATTLE WA 98133 | W | 0.86 / 4,546.07 | 109 | <u>46</u> |
| <u>26</u> | CSCSL | Park Ridge Care | 1250 NE 145TH ST SHORELINE WA 98155 | E | 0.89 / 4,716.21 | -78 | <u>47</u> |

| <i>Map Key</i> | <i>DB</i> | <i>Company/Site Name</i> | <i>Address</i> | <i>Direction</i> | <i>Distance (mi/ft)</i> | <i>Elev Diff (ft)</i> | <i>Page Number</i> |
|---------------------------|-----------|--|--|------------------|-------------------------|-----------------------|---------------------------|
| <u>27</u> | CSCSL | Kollias Family Property | 16301 AURORA AVE N SHORELINE WA 98133 | NW | 0.92 / 4,859.79 | 31 | <u>47</u> |
| <u>28</u> | CSCSL | SPARKS TUNEUP | 14501 15TH AVE NE SHORELINE WA 98155 | E | 0.96 / 5,066.46 | -80 | <u>48</u> |
| <u>28</u> | CSCSL | Sparks Tuneup Texaco | 14501 15TH AVE NE SHORELINE WA 98155 | E | 0.96 / 5,066.46 | -80 | <u>48</u> |
| <u>28</u> | HSL | SPARKS TUNEUP | 14501 15TH AVE NE SHORELINE WA 98155 | E | 0.96 / 5,066.46 | -80 | <u>48</u> |
| <u>29</u> | CSCSL | SEATTLE CITY ROW NE 145TH & 15TH NE | NE 145TH ST & 15TH AVE NE SEATTLE WA 98155 | E | 0.96 / 5,090.49 | -83 | <u>49</u> |
| <u>30</u> | CSCSL | ARCO 0986 | 14359 15TH NE SEATTLE WA 98125 | E | 0.96 / 5,090.69 | -84 | <u>49</u> |
| <u>31</u> | CSCSL | Fircrest School PCB Spill | 15230 15TH AVE NE SHORELINE WA 98155 | ENE | 0.97 / 5,121.95 | -53 | <u>49</u> |

Executive Summary: Summary by Data Source

Standard

Federal

RCRA NON GEN - RCRA Non-Generators

A search of the RCRA NON GEN database, dated Aug 26, 2019 has found that there are 2 RCRA NON GEN site(s) within approximately 0.25 miles of the project property.

| <u>Lower Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|-------------------------------------|--|------------------|-------------------------|-------------------|
| EVERGREEN SCHOOL | 15201 MERIDIAN AVE N SEATTLE WA 98133 | N | 0.17 / 873.06 | 5 |
| <i>EPA Handler ID: WAR000002774</i> | | | | |
| UNITED CEREBRAL PALSY RES CTR | 14910 1ST AVE N SEATTLE WA 98155 | ENE | 0.21 / 1,123.90 | 6 |
| <i>EPA Handler ID: WAD083354738</i> | | | | |

State

HSL - Hazardous Sites List

A search of the HSL database, dated Jul 24, 2019 has found that there are 4 HSL site(s) within approximately 1.00 miles of the project property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|-------------------------------|--|------------------|-------------------------|--------------------|
| Aurora Texaco | 14507 AURORA AVE N SHORELINE WA 98133 | WSW | 0.52 / 2,743.71 | 16 |
| Chevron 200410 | 15510 AURORA AVE N SHORELINE WA 98133 | NW | 0.64 / 3,373.28 | 20 |
| LAURELHURST OIL CO | 14330 LINDEN AVE N SEATTLE WA 98133 | WSW | 0.66 / 3,490.45 | 21 |
| <u>Lower Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
| SPARKS TUNEUP | 14501 15TH AVE NE SHORELINE WA 98155 | E | 0.96 / 5,066.46 | 28 |

CSCSL - Confirmed and Suspected Contaminated Sites List

A search of the CSCSL database, dated Jul 24, 2019 has found that there are 18 CSCSL site(s) within approximately 1.00 miles of the project property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|--------------------------------------|---|-------------------------|--------------------------------|---------------------------|
| Kjorsvik Property | 14038 SUNNYSIDE AVE N SEATTLE WA 98133 | SSE | 0.31 / 1,654.36 | <u>8</u> |
| Pepper Hill Shopping Center | 14701 AURORA AVE N SHORELINE WA 98133 | W | 0.51 / 2,717.10 | <u>15</u> |
| Aurora Texaco | 14507 AURORA AVE N SHORELINE WA 98133 | WSW | 0.52 / 2,743.71 | <u>16</u> |
| Cobb Deshaies | 13725 2ND AVE NE SEATTLE WA 98125 | SSE | 0.52 / 2,770.38 | <u>17</u> |
| Auto Nation Hyundai of Seattle | 14005 AURORA AVE N SEATTLE WA 98133 | SW | 0.61 / 3,204.92 | <u>19</u> |
| Chevron 200410 | 15510 AURORA AVE N SHORELINE WA 98133 | NW | 0.64 / 3,373.28 | <u>20</u> |
| LAURELHURST OIL CO | 14330 LINDEN AVE N SEATTLE WA 98133 | WSW | 0.66 / 3,490.45 | <u>21</u> |
| Haller Lake Texaco | 13401 ROOSEVELT WAY N SEATTLE WA 98133 | SSE | 0.67 / 3,556.60 | <u>22</u> |
| Aurora Triangle | 15555 AURORA AVE N SHORELINE WA 98133 | NW | 0.68 / 3,589.24 | <u>23</u> |
| PINEHURST AUTO SALES | 14929 WESTMINSTER WAY N SEATTLE WA 98133 | W | 0.86 / 4,546.07 | <u>25</u> |
| Kollias Family Property | 16301 AURORA AVE N SHORELINE WA 98133 | NW | 0.92 / 4,859.79 | <u>27</u> |
| <u>Lower Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
| Crawford Property | 2326 N 155TH ST SHORELINE WA 98133 | NNE | 0.37 / 1,953.08 | <u>10</u> |
| Park Ridge Care | 1250 NE 145TH ST SHORELINE WA 98155 | E | 0.89 / 4,716.21 | <u>26</u> |

| <u>Lower Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|--|---|------------------|-------------------------|--------------------|
| SPARKS TUNEUP | 14501 15TH AVE NE SHORELINE WA 98155 | E | 0.96 / 5,066.46 | 28 |
| Sparks Tuneup Texaco | 14501 15TH AVE NE SHORELINE WA 98155 | E | 0.96 / 5,066.46 | 28 |
| SEATTLE CITY ROW NE 145TH & 15TH NE | NE 145TH ST & 15TH AVE NE SEATTLE WA 98155 | E | 0.96 / 5,090.49 | 29 |
| ARCO 0986 | 14359 15TH NE SEATTLE WA 98125 | E | 0.96 / 5,090.69 | 30 |
| Fircrest School PCB Spill | 15230 15TH AVE NE SHORELINE WA 98155 | ENE | 0.97 / 5,121.95 | 31 |

DELISTED SHWS - Delisted Confirmed and Suspected Contaminated Sites

A search of the DELISTED SHWS database, dated Jul 24, 2019 has found that there are 2 DELISTED SHWS site(s) within approximately 1.00 miles of the project property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|-------------------------------|---|------------------|-------------------------|--------------------|
| Opus Bank | 15225 AURORA AVE N SHORELINE WA 98133-6123 | WNW | 0.59 / 3,090.17 | 18 |
| Hendrickson Property | 928 N 160TH ST SEATTLE WA 98133 | NW | 0.86 / 4,532.19 | 24 |

CSCSL NFA - No Further Action Sites List

A search of the CSCSL NFA database, dated Jul 24, 2019 has found that there are 1 CSCSL NFA site(s) within approximately 0.50 miles of the project property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|-------------------------------|---|------------------|-------------------------|--------------------|
| Seattle SD 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | 12 |

LUST - Leaking Underground Storage Tank (LUST) List

A search of the LUST database, dated Jul 24, 2019 has found that there are 1 LUST site(s) within approximately 0.50 miles of the project property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|-----------------------------------|---|------------------|-------------------------|--------------------|
| Seattle SD 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | 12 |
| <i>Facility Site ID: 24773715</i> | | | | |

VCP - Voluntary Cleanup Program

A search of the VCP database, dated Jul 24, 2019 has found that there are 1 VCP site(s) within approximately 0.50 miles of the project property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|-------------------------------|---|------------------|-------------------------|--------------------|
| Seattle SD 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | 12 |

Non Standard

State

SPILLS - Spills Incidents Sites

A search of the SPILLS database, dated Jan 28, 2019 has found that there are 3 SPILLS site(s) within approximately 0.12 miles of the project property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|--|--------------------------------|------------------|-------------------------|-------------------|
| NULL | 145TH & MERIDIAN SEATTLE WA | S | 0.10 / 531.84 | 2 |
| <i>Incident ID Incident Date: 553507 2/22/2006</i> | | | | |

| <u>Lower Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|---|---------------------------------|------------------|-------------------------|-------------------|
| RECOLOGY CLEANSCAPES | 2151 N 150TH ST SHORELINE WA | NNE | 0.11 / 594.95 | 3 |
| <i>Incident ID Incident Date: 86172 1/4/2016</i> | | | | |
| Recology Cleanscapes | 2320 N 147th St SHORELINE WA | E | 0.12 / 645.70 | 4 |
| <i>Incident ID Incident Date: 100456 6/1/2018</i> | | | | |

ALL SITES - Facility/Site Identification System

A search of the ALL SITES database, dated Sep 10, 2019 has found that there are 11 ALL SITES site(s) within approximately 0.50 miles of the project property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|-------------------------------|---|------------------|-------------------------|-------------------|
| Lakeside School | 14050 1ST AVE NE SEATTLE WA 98125-3099 | SE | 0.31 / 1,632.93 | 7 |
| Kjorsvik Property | 14038 SUNNYSIDE AVE N SEATTLE WA 98133 | SSE | 0.31 / 1,654.36 | 8 |

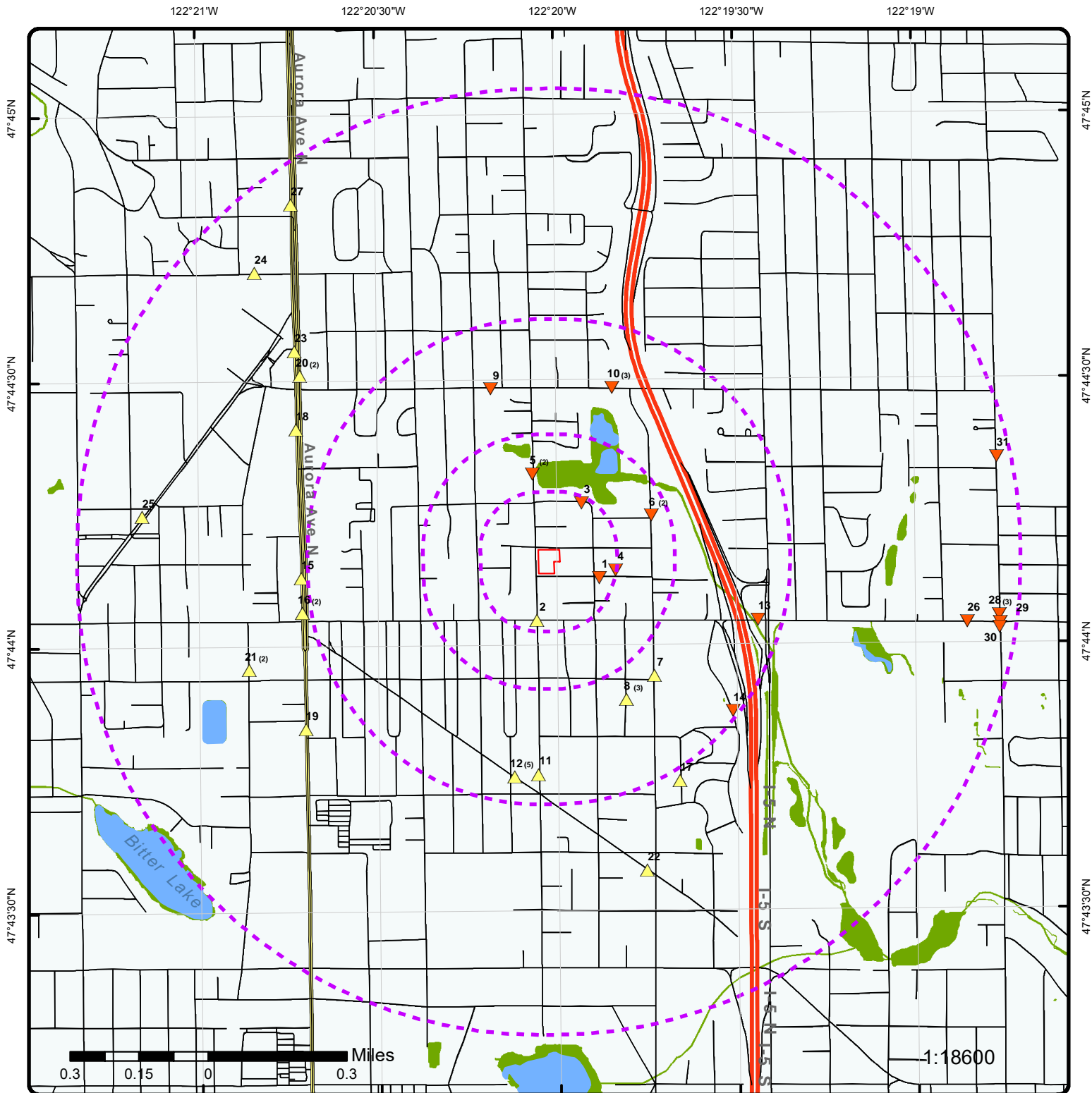
| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|--------------------------------------|--|-------------------------|--------------------------------|---------------------------|
| Goodhue Plat | 13727 MERIDIAN AVE N SEATTLE WA 98133 | S | 0.44 / 2,298.93 | <u>11</u> |
| Seattle School Dist 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | <u>12</u> |
| <u>Lower Elevation</u> | | | | |
| Shoreline 145th | 2303 N 147th Street Shoreline WA 98133 | ESE | 0.09 / 490.24 | <u>1</u> |
| Evergreen School | 15201 MERIDIAN AVE N SEATTLE WA 98133 | N | 0.17 / 873.06 | <u>5</u> |
| United Cerebral Palsy Res Ctr | 14910 1ST AVE N SEATTLE WA 98155 | ENE | 0.21 / 1,123.90 | <u>6</u> |
| Parkwood Elementary School | 1815 N 155TH ST SHORELINE WA 98133 | NNW | 0.36 / 1,922.02 | <u>9</u> |
| Crawford Property | 2326 N 155TH ST SHORELINE WA 98133 | NNE | 0.37 / 1,953.08 | <u>10</u> |
| Wine and Spirits Holdings LLC | 400 NE 145th St Ste 130 Seattle WA 98105-6165 | ESE | 0.45 / 2,367.88 | <u>13</u> |
| LAKESIDE UPPER SCHOOL | 14056 4TH NE SEATTLE WA 98125 | SE | 0.49 / 2,575.92 | <u>14</u> |

ICR - Independent Cleanup Reports

A search of the ICR database, dated Nov 6, 2015 has found that there are 3 ICR site(s) within approximately 0.50 miles of the project property.

| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|--------------------------------------|---|-------------------------|--------------------------------|--------------------------|
| Kjorsvik Property | 14038 SUNNYSIDE AVE N SEATTLE WA 98133 | SSE | 0.31 / 1,654.36 | <u>8</u> |

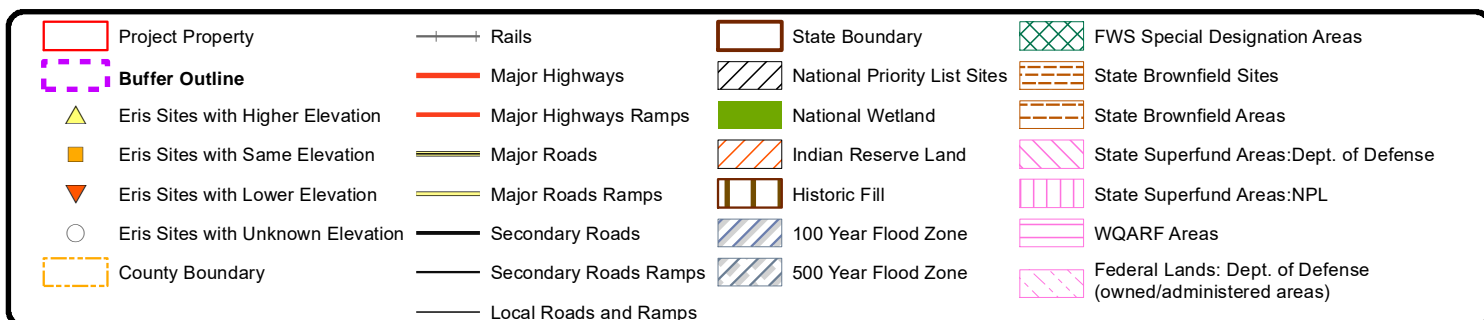
| <u>Equal/Higher Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
|--------------------------------------|---|------------------|-------------------------|--------------------|
| Seattle School Dist 1 Northend Annex | 13720 ROOSEVELT WAY N SEATTLE WA 98133 | S | 0.44 / 2,338.53 | 12 |
| | | | | |
| <u>Lower Elevation</u> | <u>Address</u> | <u>Direction</u> | <u>Distance (mi/ft)</u> | <u>Map Key</u> |
| Crawford Property | 2326 N 155TH ST SHORELINE WA 98133 | NNE | 0.37 / 1,953.08 | 10 |

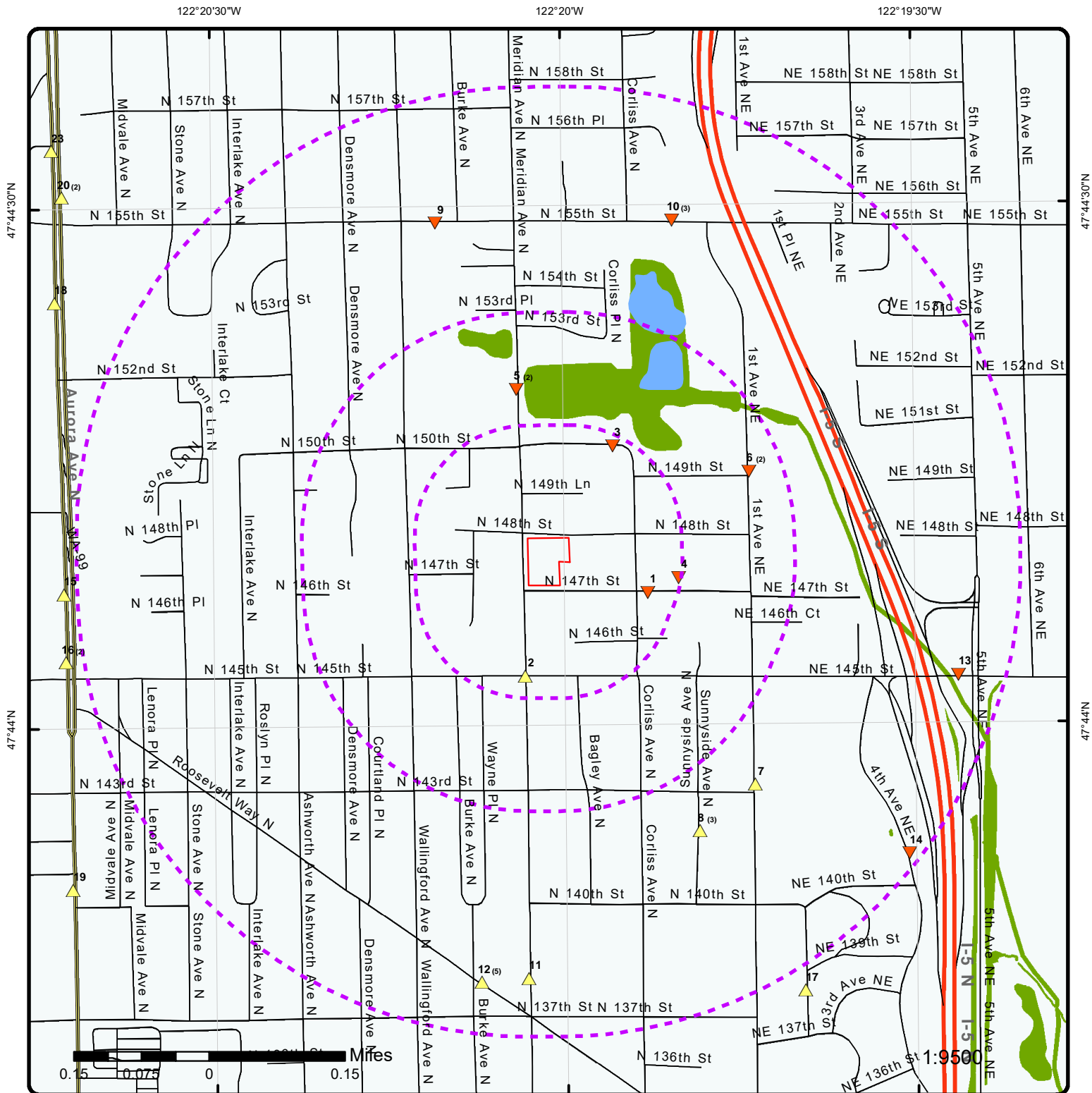


Map : 1 Mile Radius

Order No: 20191031333

Address: Meridian Ave North, Shoreline, WA, 98133

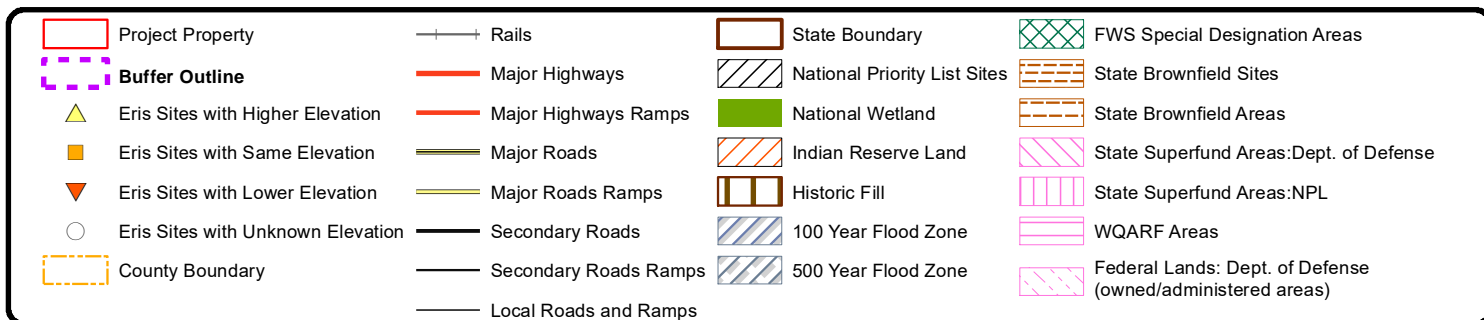




Map : 0.5 Mile Radius

Order No: 20191031333

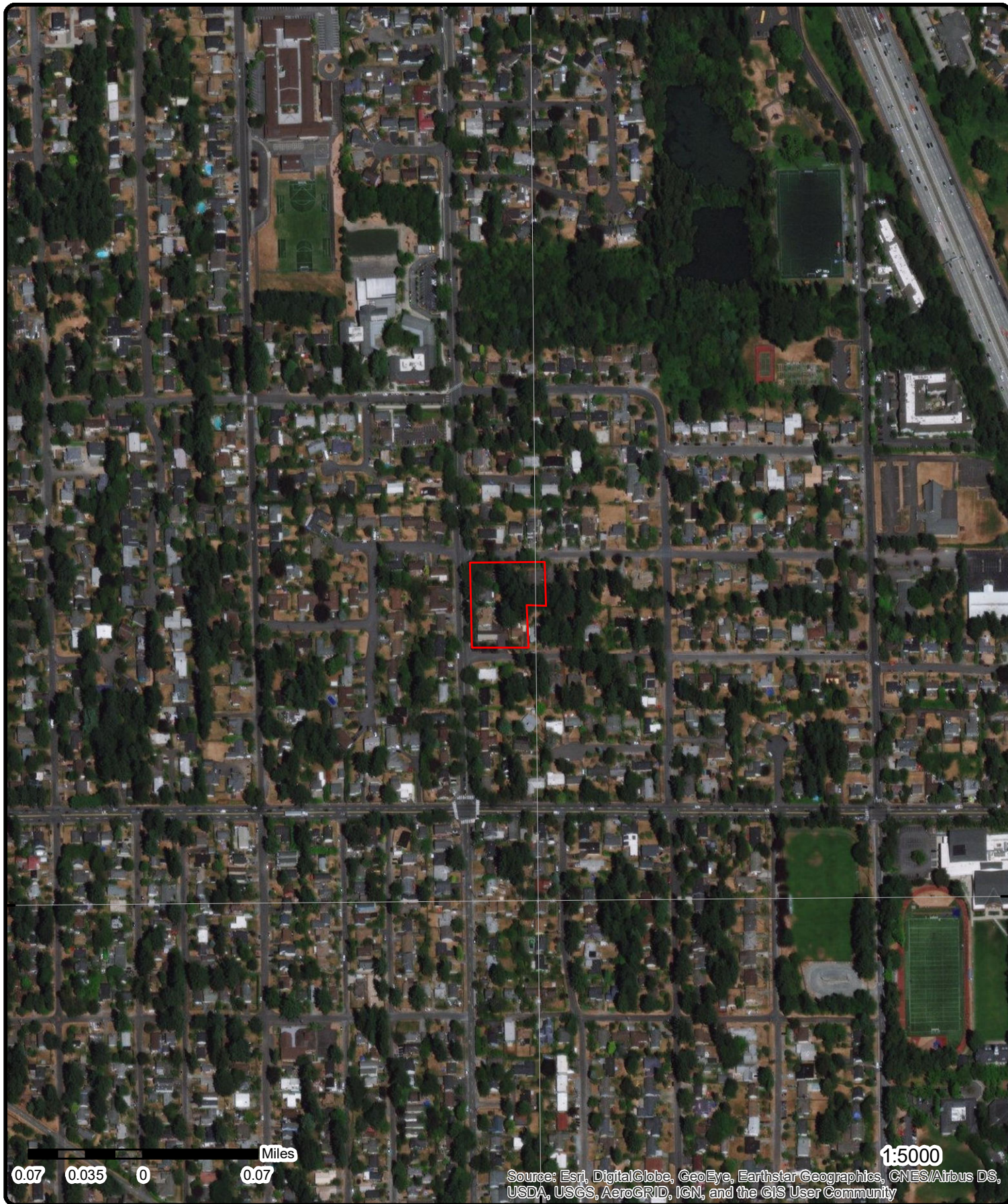
Address: Meridian Ave North, Shoreline, WA, 98133



122°20'W

47°44'N

47°44'N



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

1:5000

Aerial (2017)

Address: Meridian Ave North, Shoreline, WA, 98133

Source: ESRI World Imagery

Order No: 20191031333



© ERIS Information Inc.

Detail Report

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|--|-------------------|-----------|------------------|----------------|--|-----------|
| 1 | 1 of 1 | ESE | 0.09 / 490.24 | 391.53 / -8 | Shoreline 145th 2303 N 147th Street Shoreline WA 98133 | ALL SITES |
| <div> <div> Facility/Site ID: 32478 Source File: Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites </div> <div> Latitude: 47.7352907729065 Longitude: -122.331350044553 </div> </div> | | | | | | |
| Facility/Site Interaction | | | | | | |
| <div> <div> Interaction ID: 131866 Interaction Status: A Interac Status Desc: Active Interaction Type: CONSTSWGP Interaction Desc: Construction SW GP Facility Alternate: Shoreline 145th Program Name Desc: Water Quality Program Database Name Desc: Permitting & Reporting Information System </div> <div> Program ID: WAR308175 Prog Database Name: PARIS Ecology Program: WATQUAL Interact Start Dt: 7/15/2019 0:00:00 Interact End Dt: </div> </div> | | | | | | |
| Facility Location Detail | | | | | | |
| <div> Loc Verified Cd: GIS Calc Lat Decimal Nr: 47.735292000000001 GIS Calc Long Decimal Nr: -122.331339000000000 </div> | | | | | | |
| 2 | 1 of 1 | S | 0.10 / 531.84 | 438.34 / 39 | NULL 145TH & MERIDIAN SEATTLE WA | SPILLS |
| <div> <div> Incident ID: 553507 Incident Date: 2/22/2006 Regulated: Waterway Desc: Address: Narrative Desc: </div> <div> Location Name: NULL County: KING Zip Code: Lat: 47.734131 Long: 122.334274 </div> </div> | | | | | | |
| --Details-- | | | | | | |
| <div> <div> Product: Spill Quantity: 1 Unit: OTHER Medium: ROADWAY-PAVED Medium Type Desc: Cause: LEAKING DRUM/CONTAINER Cause Type Desc: Incident Category: Incident Cat Desc: </div> <div> Source: MOTOR VEHICLE - CAR Source Type Desc: Activity: DRIVING Impact: CONTAMINATED ROADWAY/PARKING LOT Sheen Only: PRP Contact Name: PRP First Name: PRP Last Name: UNK Primary PRP: </div> </div> | | | | | | |
| 3 | 1 of 1 | NNE | 0.11 / 594.95 | 332.81 / -67 | RECOLOGY CLEANSCAPES 2151 N 150TH ST SHORELINE WA | SPILLS |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

| | | | |
|------------------------|----------|-----------------------|------|
| Incident ID: | 86172 | Location Name: | |
| Incident Date: | 1/4/2016 | County: | KING |
| Regulated: | | Zip Code: | |
| Waterway Desc: | | Lat: | 0 |
| Address: | | Long: | 0 |
| Narrative Desc: | | | |

--Details--

| | | | |
|---------------------------|------------------------------------|--------------------------|----------------------------------|
| Product: | HYDRAULIC OIL | Source: | Commercial Truck |
| Spill Quantity: | NULL | Source Type Desc: | |
| Unit: | Gals | Activity: | UNDERWAY OR IN MOTION |
| Medium: | Impermeable Containment | Impact: | CONTAMINATED ROADWAY/PARKING LOT |
| Medium Type Desc: | | Sheen Only: | |
| Cause: | OTHER - EQUIPMENT/MATERIAL FAILURE | PRP Contact Name: | |
| Cause Type Desc: | | PRP First Name: | |
| Incident Category: | | PRP Last Name: | |
| Incident Cat Desc: | | Primary PRP: | |

| | | | | | | |
|-------------------|--------|----------|----------------------|---------------------|--|---------------|
| 4 | 1 of 1 | E | 0.12 / 645.70 | 375.77 / -24 | Recology Cleanscapes 2320 N 147th St SHORELINE WA | SPILLS |
|-------------------|--------|----------|----------------------|---------------------|--|---------------|

| | | | |
|------------------------|----------|-----------------------|------------|
| Incident ID: | 100456 | Location Name: | |
| Incident Date: | 6/1/2018 | County: | KING |
| Regulated: | 0 | Zip Code: | |
| Waterway Desc: | | Lat: | 47.73574 |
| Address: | | Long: | -122.33066 |
| Narrative Desc: | | | |

--Details--

| | | | |
|---------------------------|----------------------------|--------------------------|--|
| Product: | HYDRAULIC OIL | Source: | Construction/utility vehicle |
| Spill Quantity: | 1 | Source Type Desc: | Vehicle |
| Unit: | Cup | Activity: | STATIC OR PERFORMING DESIGNED FUNCTION |
| Medium: | Impermeable Containment | Impact: | CONTAMINATED ROADWAY/PARKING LOT |
| Medium Type Desc: | Impermeable surface | Sheen Only: | |
| Cause: | MECHANICAL FAILURE | PRP Contact Name: | |
| Cause Type Desc: | EQUIPMENT/MATERIAL FAILURE | PRP First Name: | |
| Incident Category: | Oil Spill | PRP Last Name: | |
| Incident Cat Desc: | | Primary PRP: | |

| | | | | | | |
|-------------------|--------|----------|----------------------|---------------------|---|-------------------------|
| 5 | 1 of 2 | N | 0.17 / 873.06 | 335.51 / -64 | EVERGREEN SCHOOL 15201 MERIDIAN AVE N SEATTLE WA 98133 | RCRA NON GEN |
|-------------------|--------|----------|----------------------|---------------------|---|-------------------------|

| | |
|----------------------------------|---|
| EPA Handler ID: | WAR000002774 |
| Gen Status Universe: | No Report |
| Contact Name: | KRISTIN KNOPF |
| Contact Address: | 15201 MERIDIAN AVE N , , SHORELINE , WA, 98133 , US |
| Contact Phone No and Ext: | 206-364-2650 |
| Contact Email: | |
| Contact Country: | US |
| County Name: | KING |
| EPA Region: | 10 |
| Land Type: | Other |
| Receive Date: | 19980602 |

Violation/Evaluation Summary

Note: NO RECORDS: As of August 2019, there are no Compliance Monitoring and Enforcement (violation) records

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|----------------------|-----------|---------------------|-------------------|------|----|
|---------|----------------------|-----------|---------------------|-------------------|------|----|

associated with this facility (EPA ID).

Handler Summary

| | |
|---------------------------------|----|
| Importer Activity: | No |
| Mixed Waste Generator: | No |
| Transporter Activity: | No |
| Transfer Facility: | No |
| Onsite Burner Exemption: | No |
| Furnace Exemption: | No |
| Underground Injection Activity: | No |
| Commercial TSD: | No |
| Used Oil Transporter: | No |
| Used Oil Transfer Facility: | No |
| Used Oil Processor: | No |
| Used Oil Refiner: | No |
| Used Oil Burner: | No |
| Used Oil Market Burner: | No |
| Used Oil Spec Marketer: | No |

Hazardous Waste Handler Details

| | |
|----------------------------|------------------|
| Sequence No: | 1 |
| Receive Date: | 19941231 |
| Handler Name: | EVERGREEN SCHOOL |
| Generator Status Universe: | No Report |
| Source Type: | Notification |

Hazardous Waste Handler Details

| | |
|----------------------------|------------------|
| Sequence No: | 2 |
| Receive Date: | 19960220 |
| Handler Name: | EVERGREEN SCHOOL |
| Generator Status Universe: | No Report |
| Source Type: | Notification |

Hazardous Waste Handler Details

| | |
|----------------------------|------------------|
| Sequence No: | 3 |
| Receive Date: | 19970320 |
| Handler Name: | EVERGREEN SCHOOL |
| Generator Status Universe: | No Report |
| Source Type: | Notification |

Hazardous Waste Handler Details

| | |
|----------------------------|------------------|
| Sequence No: | 2 |
| Receive Date: | 19980116 |
| Handler Name: | EVERGREEN SCHOOL |
| Generator Status Universe: | No Report |
| Source Type: | Implementer |

Hazardous Waste Handler Details

| | |
|----------------------------|------------------|
| Sequence No: | 4 |
| Receive Date: | 19980116 |
| Handler Name: | EVERGREEN SCHOOL |
| Generator Status Universe: | No Report |
| Source Type: | Notification |

Hazardous Waste Handler Details

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Sequence No: 1
Receive Date: 19980601
Handler Name: EVERGREEN SCHOOL
Generator Status Universe: No Report
Source Type: Implementer

Hazardous Waste Handler Details

Sequence No: 5
Receive Date: 19980601
Handler Name: EVERGREEN SCHOOL
Generator Status Universe: No Report
Source Type: Notification

Hazardous Waste Handler Details

Sequence No: 6
Receive Date: 19980602
Handler Name: EVERGREEN SCHOOL
Generator Status Universe: No Report
Source Type: Implementer

Owner/Operator Details

| | | | |
|-----------------------------|------------------|-------------------|----------------------|
| Owner/Operator Ind: | Current Operator | Street No: | |
| Type: | Private | Street 1: | 15201 MERIDIAN AVE N |
| Name: | EVERGREEN SCHOOL | Street 2: | |
| Date Became Current: | | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 000-000-0000 | Country: | US |
| Source Type: | Notification | Zip Code: | 98133 |

| | | | |
|-----------------------------|-------------------|-------------------|----------------------|
| Owner/Operator Ind: | Current Operator | Street No: | |
| Type: | Private | Street 1: | 15201 MERIDIAN AVE N |
| Name: | EVERGREEN SCHOO E | Street 2: | |
| Date Became Current: | 19960815 | City: | SHORELINE |
| Date Ended Current: | | State: | WA |
| Phone: | 206-364-2650 | Country: | US |
| Source Type: | Implementer | Zip Code: | 98133-6331 |

| | | | |
|-----------------------------|------------------|-------------------|----------------------|
| Owner/Operator Ind: | Current Operator | Street No: | |
| Type: | Private | Street 1: | 15201 MERIDIAN AVE N |
| Name: | EVERGREEN SCHOOL | Street 2: | |
| Date Became Current: | | City: | SHORELINE |
| Date Ended Current: | | State: | WA |
| Phone: | 206-364-2650 | Country: | US |
| Source Type: | Implementer | Zip Code: | 98133 |

| | | | |
|-----------------------------|------------------|-------------------|----------------------|
| Owner/Operator Ind: | Current Owner | Street No: | |
| Type: | Private | Street 1: | 15201 MERIDIAN AVE N |
| Name: | EVERGREEN SCHOOL | Street 2: | |
| Date Became Current: | 19960815 | City: | SHORELINE |
| Date Ended Current: | | State: | WA |
| Phone: | 206-364-2650 | Country: | US |
| Source Type: | Notification | Zip Code: | 98133 |

| | | | |
|-----------------------------|-------------------|-------------------|----------------------|
| Owner/Operator Ind: | Current Owner | Street No: | |
| Type: | Private | Street 1: | 15201 MERIDIAN AVE N |
| Name: | EVERGREEN SCHOO E | Street 2: | |
| Date Became Current: | 19960815 | City: | SHORELINE |
| Date Ended Current: | | State: | WA |
| Phone: | 206-364-2650 | Country: | US |
| Source Type: | Implementer | Zip Code: | 98133-6331 |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|-----------------------------|---|-----------|------------------|-------------------|--|-----------|
| <hr/> | | | | | | |
| Owner/Operator Ind: | Current Owner | | | Street No: | | |
| Type: | Private | | | Street 1: | 15201 MERIDIAN AVE N | |
| Name: | EVERGREEN SCHOOL | | | Street 2: | | |
| Date Became Current: | 19960815 | | | City: | SHORELINE | |
| Date Ended Current: | | | | State: | WA | |
| Phone: | 206-364-2650 | | | Country: | US | |
| Source Type: | Implementer | | | Zip Code: | 98133 | |
| | | | | | | |
| Owner/Operator Ind: | Current Operator | | | Street No: | | |
| Type: | Private | | | Street 1: | 15201 MERIDIAN AVE N | |
| Name: | EVERGREEN SCHOOL | | | Street 2: | | |
| Date Became Current: | | | | City: | SHORELINE | |
| Date Ended Current: | | | | State: | WA | |
| Phone: | 206-364-2650 | | | Country: | US | |
| Source Type: | Notification | | | Zip Code: | 98133 | |
| | | | | | | |
| Owner/Operator Ind: | Current Owner | | | Street No: | | |
| Type: | Private | | | Street 1: | 15201 MERIDIAN AVE N | |
| Name: | EVERGREEN SCHOOL | | | Street 2: | | |
| Date Became Current: | | | | City: | SHORELINE | |
| Date Ended Current: | | | | State: | WA | |
| Phone: | 206-364-2650 | | | Country: | US | |
| Source Type: | Implementer | | | Zip Code: | 98133-6331 | |
| | | | | | | |
| Owner/Operator Ind: | Current Owner | | | Street No: | | |
| Type: | Private | | | Street 1: | 15201 MERIDIAN AVE N | |
| Name: | EVERGREEN SCHOOL | | | Street 2: | | |
| Date Became Current: | | | | City: | SHORELINE | |
| Date Ended Current: | | | | State: | WA | |
| Phone: | 206-364-2650 | | | Country: | US | |
| Source Type: | Notification | | | Zip Code: | 98133 | |
| | | | | | | |
| Owner/Operator Ind: | Current Owner | | | Street No: | | |
| Type: | Private | | | Street 1: | 15201 MERIDIAN AVE N | |
| Name: | EVERGREEN SCHOOL | | | Street 2: | | |
| Date Became Current: | | | | City: | SEATTLE | |
| Date Ended Current: | | | | State: | WA | |
| Phone: | 000-000-0000 | | | Country: | US | |
| Source Type: | Notification | | | Zip Code: | 98133 | |
| | | | | | | |
| Owner/Operator Ind: | Current Operator | | | Street No: | | |
| Type: | Private | | | Street 1: | 15201 MERIDIAN AVE N | |
| Name: | EVERGREEN SCHOOL | | | Street 2: | | |
| Date Became Current: | | | | City: | SHORELINE | |
| Date Ended Current: | | | | State: | WA | |
| Phone: | 206-364-2650 | | | Country: | US | |
| Source Type: | Implementer | | | Zip Code: | 98133-6331 | |
| | | | | | | |
| Owner/Operator Ind: | Current Owner | | | Street No: | | |
| Type: | Private | | | Street 1: | 15201 MERIDIAN AVE N | |
| Name: | EVERGREEN SCHOOL | | | Street 2: | | |
| Date Became Current: | | | | City: | SHORELINE | |
| Date Ended Current: | | | | State: | WA | |
| Phone: | 206-364-2650 | | | Country: | US | |
| Source Type: | Implementer | | | Zip Code: | 98133 | |
| <hr/> | | | | | | |
| 5 | 2 of 2 | N | 0.17 / 873.06 | 335.51 / -64 | Evergreen School 15201 MERIDIAN AVE N SEATTLE WA 98133 | ALL SITES |
| Facility/Site ID: | 93757363 | | | Latitude: | 47.7398500003167 | |
| Source File: | Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites | | | Longitude: | -122.3358500000082 | |

Facility/Site Interaction

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|-----------------------------|--|-----------|------------------|----------------|--|----|
| Interaction ID: | 73080 | | | | Program ID: WAR000002774 | |
| Interaction Status: | I | | | | Prog Database Name: TURBOWASTE | |
| Interac Status Desc: | Inactive | | | | Ecology Program: HAZWASTE | |
| Interaction Type: | HWG | | | | Interact Start Dt: 6/1/1995 0:00:00 | |
| Interaction Desc: | Hazardous Waste Generator | | | | Interact End Dt: 12/31/1996 0:00:00 | |
| Facility Alternate: | | | | | | |
| Program Name Desc: | Hazardous Waste & Toxics Reduction Program | | | | | |
| Database Name Desc: | Hazardous Waste Inf Mgt System | | | | | |

Facility Location Detail

Loc Verified Cd: N
GIS Calc Lat Decimal Nr: 47.739849999999997
GIS Calc Long Decimal Nr: -122.335849999999990

| | | | | | | |
|----------|--------|------------|----------------------------|-------------------------|---|-------------------------|
| 6 | 1 of 2 | ENE | 0.21 / 1,123.90 | 326.29 / -73 | UNITED CEREBRAL PALSY RES CTR 14910 1ST AVE N SEATTLE WA 98155 | RCRA NON GEN |
|----------|--------|------------|----------------------------|-------------------------|---|-------------------------|

EPA Handler ID: WAD083354738
Gen Status Universe: No Report
Contact Name: UNITED CEREBRAL UNITED CEREBRAL
Contact Address: PO BOX 77048 , , SEATTLE , WA, 98177-0048 , US
Contact Phone No and Ext: 000-000-0000
Contact Email:
Contact Country: US
County Name: KING
EPA Region: 10
Land Type: Private
Receive Date: 19800726

Violation/Evaluation Summary

Note: NO RECORDS: As of August 2019, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19800726
Handler Name: UNITED CEREBRAL PALSY RES CTR
Generator Status Universe: No Report
Source Type: Implementer

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 19800726
Handler Name: UNITED CEREBRAL PALSY RES CTR
Generator Status Universe: No Report
Source Type: Notification

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 19800726
Handler Name: UNITED CEREBRAL PALSY RES CTR
Generator Status Universe: No Report
Source Type: Implementer

Owner/Operator Details

| | | | |
|-----------------------------|----------------|-------------------|-----------------|
| Owner/Operator Ind: | Current Owner | Street No: | |
| Type: | Private | Street 1: | 14910 1ST AVE N |
| Name: | SEE PAPER COPY | Street 2: | |
| Date Became Current: | | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 000-000-0000 | Country: | |
| Source Type: | Implementer | Zip Code: | 98155 |

| | | | |
|-----------------------------|-------------------------------|-------------------|------------------|
| Owner/Operator Ind: | Current Owner | Street No: | |
| Type: | Private | Street 1: | 14910 1ST AVE NE |
| Name: | UNITED CEREBRAL PALSY RES CTR | Street 2: | |
| Date Became Current: | 19960502 | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 000-000-0000 | Country: | US |
| Source Type: | Notification | Zip Code: | 98155 |

| | | | |
|-----------------------------|-------------------|-------------------|------------------|
| Owner/Operator Ind: | Current Owner | Street No: | |
| Type: | Private | Street 1: | 14910 1ST AVE NE |
| Name: | UNITED CEREBRAL U | Street 2: | |
| Date Became Current: | 19960502 | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 000-000-0000 | Country: | US |
| Source Type: | Implementer | Zip Code: | 98155-6810 |

| | | | |
|-----------------------------|-------------------------------|-------------------|-----------------|
| Owner/Operator Ind: | Current Owner | Street No: | |
| Type: | Private | Street 1: | 14910 1ST AVE N |
| Name: | UNITED CEREBRAL PALSY RES CTR | Street 2: | |
| Date Became Current: | | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 000-000-0000 | Country: | US |
| Source Type: | Notification | Zip Code: | 98155 |

| | | | |
|-----------------------------|-------------------------------|-------------------|------------------|
| Owner/Operator Ind: | Current Operator | Street No: | |
| Type: | Private | Street 1: | 14910 1ST AVE NE |
| Name: | UNITED CEREBRAL PALSY RES CTR | Street 2: | |
| Date Became Current: | | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 000-000-0000 | Country: | US |
| Source Type: | Implementer | Zip Code: | 98155-6810 |

| | | | |
|-----------------------------|-------------------------------|-------------------|-----------------|
| Owner/Operator Ind: | Current Operator | Street No: | |
| Type: | Private | Street 1: | 14910 1ST AVE N |
| Name: | UNITED CEREBRAL PALSY RES CTR | Street 2: | |
| Date Became Current: | | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 000-000-0000 | Country: | US |
| Source Type: | Notification | Zip Code: | 98155 |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---|---|-----------|------------------|----------------------------|--|-----------|
| 6 | 2 of 2 | ENE | 0.21 / 1,123.90 | 326.29 / -73 | United Cerebral Palsy Res Ctr 14910 1ST AVE N SEATTLE WA 98155 | ALL SITES |
| <hr/> | | | | | | |
| Facility/Site ID: | 39787424 | | | Latitude: | 47.7393200000543 | |
| Source File: | Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites | | | Longitude: | -122.330660000619 | |
| <u>Facility/Site Interaction</u> | | | | | | |
| Interaction ID: | 42649 | | | Program ID: | WAD083354738 | |
| Interaction Status: | I | | | Prog Database Name: | TURBOWASTE | |
| Interac Status Desc: | Inactive | | | Ecology Program: | HAZWASTE | |
| Interaction Type: | HWG | | | Interact Start Dt: | 7/26/1980 0:00:00 | |
| Interaction Desc: | Hazardous Waste Generator | | | Interact End Dt: | 3/27/1985 0:00:00 | |
| Facility Alternate: | | | | | | |
| Program Name Desc: | Hazardous Waste & Toxics Reduction Program | | | | | |
| Database Name Desc: | Hazardous Waste Inf Mgt System | | | | | |
| <u>Facility Location Detail</u> | | | | | | |
| Loc Verified Cd: | N | | | | | |
| GIS Calc Lat Decimal Nr: | 47.739319999999999 | | | | | |
| GIS Calc Long Decimal Nr: | -122.330659999999990 | | | | | |

| | | | | | | |
|---|---|----|-----------------|----------------------------|--|-----------|
| 7 | 1 of 1 | SE | 0.31 / 1,632.93 | 411.40 / 12 | Lakeside School 14050 1ST AVE NE SEATTLE WA 98125-3099 | ALL SITES |
| <hr/> | | | | | | |
| Facility/Site ID: | 31762216 | | | Latitude: | 47.7309400000449 | |
| Source File: | Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites | | | Longitude: | -122.32880000016 | |
| <u>Facility/Site Interaction</u> | | | | | | |
| Interaction ID: | 107265 | | | Program ID: | WAD089337984 | |
| Interaction Status: | I | | | Prog Database Name: | TURBOWASTE | |
| Interac Status Desc: | Inactive | | | Ecology Program: | HAZWASTE | |
| Interaction Type: | HWOTHER | | | Interact Start Dt: | 12/31/2013 0:00:00 | |
| Interaction Desc: | Haz Waste Management Activity | | | Interact End Dt: | 12/31/2014 0:00:00 | |
| Facility Alternate: | Lakeside School | | | | | |
| Program Name Desc: | Hazardous Waste & Toxics Reduction Program | | | | | |
| Database Name Desc: | Hazardous Waste Inf Mgt System | | | | | |
| Interaction ID: | 37546 | | | Program ID: | WAD089337984 | |
| Interaction Status: | I | | | Prog Database Name: | TURBOWASTE | |
| Interac Status Desc: | Inactive | | | Ecology Program: | HAZWASTE | |
| Interaction Type: | HWG | | | Interact Start Dt: | 1/23/1992 0:00:00 | |
| Interaction Desc: | Hazardous Waste Generator | | | Interact End Dt: | 12/31/2013 0:00:00 | |
| Facility Alternate: | Lakeside School | | | | | |
| Program Name Desc: | Hazardous Waste & Toxics Reduction Program | | | | | |
| Database Name Desc: | Hazardous Waste Inf Mgt System | | | | | |
| Interaction ID: | 116239 | | | Program ID: | WAD089337984 | |
| Interaction Status: | A | | | Prog Database Name: | TURBOWASTE | |
| Interac Status Desc: | Active | | | Ecology Program: | HAZWASTE | |
| Interaction Type: | HWOTHER | | | Interact Start Dt: | 12/31/2015 0:00:00 | |
| Interaction Desc: | Haz Waste Management Activity | | | Interact End Dt: | | |
| Facility Alternate: | Lakeside School | | | | | |
| Program Name Desc: | Hazardous Waste & Toxics Reduction Program | | | | | |
| Database Name Desc: | Hazardous Waste Inf Mgt System | | | | | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|-----------------------------|--|-----------|------------------|----------------|--|----|
| Interaction ID: | 111171 | | | | Program ID: WAD089337984 | |
| Interaction Status: | I | | | | Prog Database Name: TURBOWASTE | |
| Interac Status Desc: | Inactive | | | | Ecology Program: HAZWASTE | |
| Interaction Type: | HWG | | | | Interact Start Dt: 12/31/2014 0:00:00 | |
| Interaction Desc: | Hazardous Waste Generator | | | | Interact End Dt: 12/31/2015 0:00:00 | |
| Facility Alternate: | Lakeside School | | | | | |
| Program Name Desc: | Hazardous Waste & Toxics Reduction Program | | | | | |
| Database Name Desc: | Hazardous Waste Inf Mgt System | | | | | |

Facility Location Detail

Loc Verified Cd: N
GIS Calc Lat Decimal Nr: 47.730939999999997
GIS Calc Long Decimal Nr: -122.328800000000000

| | | | | | | |
|------------------------------|------------------|-----|--------------------|----------------|--|-------|
| 8 | 1 of 3 | SSE | 0.31 / 1,654.36 | 442.62 / 43 | Kjorsvik Property 14038 SUNNYSIDE AVE N SEATTLE WA 98133 | CSCSL |
| Fac Site ID: | 7899009 | | | | Site Rank: | |
| Cleanup Site ID: | 1097 | | | | County: King | |
| Site Status: | Awaiting Cleanup | | | | Region: Northwest | |
| Current VCP: | | | | | Latitude: 47.731619 | |
| Responsible Unit: | Northwest | | | | Longitude: -122.3298 | |
| Past VCP: | | | | | Has Inst Control: | |
| Alternate Site Names: | | | | | | |

Contaminants Detail Information

| | | |
|--------------------------|------------------------------------|------------------|
| Contaminant Name: | Metals - Other | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |
| Contaminant Name: | Metals Priority Pollutants | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |
| Contaminant Name: | Petroleum Products-Unspecified | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | Suspected | Bedrock: |
| Soil: | Suspected | |
| Contaminant Name: | Conventional Contaminants, Organic | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |

| | | | | | | |
|----------------------------|------------------|-----|--------------------|----------------|--|-----|
| 8 | 2 of 3 | SSE | 0.31 / 1,654.36 | 442.62 / 43 | Kjorsvik Property 14038 SUNNYSIDE AVE N SEATTLE WA 98133 | ICR |
| Cleanup Site ID: | 1097 | | | | WRIA ID: 8 | |
| Facility Site ID: | 7899009 | | | | Is NFA Site: | |
| Site Status: | Awaiting Cleanup | | | | Responsible Unit: Northwest | |
| Statute: | MTCA | | | | Latitude: 47.731619000000002 | |
| Rank: | | | | | Longitude: -122.329800000000001 | |
| Rank Description: | | | | | Legislative District: 46 | |
| Has Env Covenant: | | | | | Congr District: 7 | |
| Is Brownfiled Site: | | | | | County Name: King | |
| Is PSI Site: | | | | | | |

Cleanup Activities

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|----------------------------------|---|-----------|--------------------|-------------------------|--|-----------|
| <hr/> | | | | | | |
| Related ID: | | | | Start Date: | 2006-02-27 | |
| VCP Prj No: | | | | End Date: | 2006-02-28 | |
| Activity Name: | Initial Investigation / Federal Preliminary Assessment | | | Legal Mechanism: | | |
| Activity Status: | Completed | | | Performed by: | Local Government | |
| County Name: | King | | | Project Manager: | County Health-NW | |
| Applies to: | CleanupSite | | | | | |
| Applies to Description: | | | | | | |
| <hr/> | | | | | | |
| Related ID: | | | | Start Date: | | |
| VCP Prj No: | | | | End Date: | 2006-03-29 | |
| Activity Name: | Early Notice Letter(s) | | | Legal Mechanism: | | |
| Activity Status: | | | | Performed by: | | |
| County Name: | King | | | Project Manager: | Musa, Donna | |
| Applies to: | CleanupSite | | | | | |
| Applies to Description: | | | | | | |
| <hr/> | | | | | | |
| Related ID: | | | | Start Date: | | |
| VCP Prj No: | | | | End Date: | 2006-02-08 | |
| Activity Name: | Site Discovery/Release Report Received | | | Legal Mechanism: | | |
| Activity Status: | | | | Performed by: | | |
| County Name: | King | | | Project Manager: | Musa, Donna | |
| Applies to: | CleanupSite | | | | | |
| Applies to Description: | | | | | | |
| <hr/> | | | | | | |
| <u>Media Contaminants</u> | | | | | | |
| <hr/> | | | | | | |
| Contaminant Type: | Metals Priority Pollutants | | | Sediment: | | |
| Groundwater: | | | | Sediment Desc.: | | |
| Groundwater Desc.: | | | | Air: | | |
| Surface Water: | | | | Air Desc.: | | |
| Surfacewater Desc.: | | | | Bedrock: | | |
| Soil: | S | | | Bedrock Desc.: | | |
| Soil Desc.: | Suspected | | | County Name: | King | |
| <hr/> | | | | | | |
| Contaminant Type: | Conventional Contaminants, Organic | | | Sediment: | | |
| Groundwater: | | | | Sediment Desc.: | | |
| Groundwater Desc.: | | | | Air: | | |
| Surface Water: | | | | Air Desc.: | | |
| Surfacewater Desc.: | | | | Bedrock: | | |
| Soil: | S | | | Bedrock Desc.: | | |
| Soil Desc.: | Suspected | | | County Name: | King | |
| <hr/> | | | | | | |
| Contaminant Type: | Metals - Other | | | Sediment: | | |
| Groundwater: | | | | Sediment Desc.: | | |
| Groundwater Desc.: | | | | Air: | | |
| Surface Water: | | | | Air Desc.: | | |
| Surfacewater Desc.: | | | | Bedrock: | | |
| Soil: | S | | | Bedrock Desc.: | | |
| Soil Desc.: | Suspected | | | County Name: | King | |
| <hr/> | | | | | | |
| Contaminant Type: | Petroleum Products-Unspecified | | | Sediment: | | |
| Groundwater: | | | | Sediment Desc.: | | |
| Groundwater Desc.: | | | | Air: | | |
| Surface Water: | S | | | Air Desc.: | | |
| Surfacewater Desc.: | Suspected | | | Bedrock: | | |
| Soil: | S | | | Bedrock Desc.: | | |
| Soil Desc.: | Suspected | | | County Name: | King | |
| <hr/> | | | | | | |
| 8 | 3 of 3 | SSE | 0.31 / 1,654.36 | 442.62 / 43 | Kjorsvik Property 14038 SUNNYSIDE AVE N SEATTLE WA 98133 | ALL SITES |
| Facility/Site ID: | 7899009 | | | Latitude: | 47.73161899999674 | |
| Source File: | Washington State Department of Ecology Facilities - Sites Interactions; Washington State | | | Longitude: | -122.3297999999487 | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Department of Ecology Facilities - Sites

Facility/Site Interaction

| | | | |
|-----------------------------|-----------------------------|----------------------------|-------------------|
| Interaction ID: | 21667 | Program ID: | |
| Interaction Status: | A | Prog Database Name: | ISIS |
| Interac Status Desc: | Active | Ecology Program: | TOXICS |
| Interaction Type: | SCS | Interact Start Dt: | 3/29/2006 0:00:00 |
| Interaction Desc: | State Cleanup Site | Interact End Dt: | |
| Facility Alternate: | Kjorsvik Property | | |
| Program Name Desc: | Toxics Cleanup Program | | |
| Database Name Desc: | Integrated Site Info System | | |

Facility Location Detail

| | |
|----------------------------------|----------------------|
| Loc Verified Cd: | N |
| GIS Calc Lat Decimal Nr: | 47.731619000000002 |
| GIS Calc Long Decimal Nr: | -122.329800000000010 |

| | | | | | | |
|-------------------|--------|-----|--------------------|-----------------|---|-----------|
| 9 | 1 of 1 | NNW | 0.36 / 1,922.02 | 343.73 / -56 | Parkwood Elementary School 1815 N 155TH ST SHORELINE WA 98133 | ALL SITES |
|-------------------|--------|-----|--------------------|-----------------|---|-----------|

| | | | |
|--------------------------|---|-------------------|-------------------|
| Facility/Site ID: | 14950 | Latitude: | 47.7399116521913 |
| Source File: | Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites | Longitude: | -122.336183462339 |

Facility/Site Interaction

| | | | |
|-----------------------------|---|----------------------------|-------------------|
| Interaction ID: | 126721 | Program ID: | WAR306575 |
| Interaction Status: | A | Prog Database Name: | PARIS |
| Interac Status Desc: | Active | Ecology Program: | WATQUAL |
| Interaction Type: | CONSTSWGP | Interact Start Dt: | 4/23/2018 0:00:00 |
| Interaction Desc: | Construction SW GP | Interact End Dt: | |
| Facility Alternate: | Parkwood Elementary School | | |
| Program Name Desc: | Water Quality Program | | |
| Database Name Desc: | Permitting & Reporting Information System | | |

| | | | |
|-----------------------------|---|----------------------------|-------------------|
| Interaction ID: | 104517 | Program ID: | WAR126841 |
| Interaction Status: | I | Prog Database Name: | PARIS |
| Interac Status Desc: | Inactive | Ecology Program: | WATQUAL |
| Interaction Type: | CONSTSWGP | Interact Start Dt: | 2/20/2013 0:00:00 |
| Interaction Desc: | Construction SW GP | Interact End Dt: | 10/9/2013 0:00:00 |
| Facility Alternate: | Parkwood Elementary School | | |
| Program Name Desc: | Water Quality Program | | |
| Database Name Desc: | Permitting & Reporting Information System | | |

Facility Location Detail

| | |
|----------------------------------|----------------------|
| Loc Verified Cd: | |
| GIS Calc Lat Decimal Nr: | 47.739912784889164 |
| GIS Calc Long Decimal Nr: | -122.336181694443060 |

| | | | | | | |
|--------------------|--------|-----|--------------------|-----------------|--|-------|
| 10 | 1 of 3 | NNE | 0.37 / 1,953.08 | 325.25 / -74 | Crawford Property 2326 N 155TH ST SHORELINE WA 98133 | CSCSL |
|--------------------|--------|-----|--------------------|-----------------|--|-------|

| | | | |
|--------------------------|------------------|-------------------|-------------|
| Fac Site ID: | 19311 | Site Rank: | |
| Cleanup Site ID: | 11442 | County: | King |
| Site Status: | Awaiting Cleanup | Region: | Northwest |
| Current VCP: | | Latitude: | 47.741881 |
| Responsible Unit: | Northwest | Longitude: | -122.330708 |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Past VCP: Has Inst Control:
 Alternate Site Names:

Contaminants Detail Information

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Petroleum Products-Unspecified | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |
| Contaminant Name: | Metals - Other | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |
| Contaminant Name: | Non-Halogenated Solvents | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |

| | | | | | | |
|--------------------|--------|-----|--------------------|-----------------|--|-----|
| 10 | 2 of 3 | NNE | 0.37 / 1,953.08 | 325.25 / -74 | Crawford Property 2326 N 155TH ST SHORELINE WA 98133 | ICR |
|--------------------|--------|-----|--------------------|-----------------|--|-----|

| | | | |
|----------------------------|------------------|------------------------------|--------------------|
| Cleanup Site ID: | 11442 | WRIA ID: | 8 |
| Facility Site ID: | 19311 | Is NFA Site: | |
| Site Status: | Awaiting Cleanup | Responsible Unit: | Northwest |
| Statute: | MTCA | Latitude: | 47.741880999999999 |
| Rank: | | Longitude: | -122.330708 |
| Rank Description: | | Legislative District: | 32 |
| Has Env Covenant: | | Congr District: | 7 |
| Is Brownfiled Site: | | County Name: | King |
| Is PSI Site: | | | |

Cleanup Activities

| | | | |
|--------------------------------|--|-------------------------|----------------|
| Related ID: | | Start Date: | 2009-03-18 |
| VCP Prj No: | | End Date: | 2009-05-05 |
| Activity Name: | Initial Investigation / Federal Preliminary Assessment | Legal Mechanism: | |
| Activity Status: | Completed | Performed by: | Ecology |
| County Name: | King | Project Manager: | O'Brien, Maura |
| Applies to: | CleanupSite | | |
| Applies to Description: | | | |

| | | | |
|--------------------------------|------------------------|-------------------------|-------------|
| Related ID: | | Start Date: | |
| VCP Prj No: | | End Date: | 2010-12-03 |
| Activity Name: | Early Notice Letter(s) | Legal Mechanism: | |
| Activity Status: | | Performed by: | |
| County Name: | King | Project Manager: | Musa, Donna |
| Applies to: | CleanupSite | | |
| Applies to Description: | | | |

| | | | |
|--------------------------------|-----------------------|-------------------------|------------|
| Related ID: | 12051 | Start Date: | |
| VCP Prj No: | | End Date: | 2009-01-23 |
| Activity Name: | Ind - Report Received | Legal Mechanism: | |
| Activity Status: | | Performed by: | |
| County Name: | King | Project Manager: | |
| Applies to: | CleanupUnit | | |
| Applies to Description: | | | |

| | | | |
|-------------------------|--|-------------------------|----------------|
| Related ID: | | Start Date: | |
| VCP Prj No: | | End Date: | 2009-01-26 |
| Activity Name: | Site Discovery/Release Report Received | Legal Mechanism: | |
| Activity Status: | | Performed by: | |
| County Name: | King | Project Manager: | O'Brien, Maura |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|--|--|-----------|--------------------|---------------------------------------|---|--|
| Applies to: CleanupSite Applies to Description: | | | | | | |
| <u>Media Contaminants</u> | | | | | | |
| Contaminant Type: Groundwater: Groundwater Desc.: Surface Water: Surfacewater Desc.: Soil: Soil Desc.: | Metals - Other C Confirmed Above Cleanup Level | | | | Sediment: Sediment Desc.: Air: Air Desc.: Bedrock: Bedrock Desc.: County Name: | King |
| Contaminant Type: Groundwater: Groundwater Desc.: Surface Water: Surfacewater Desc.: Soil: Soil Desc.: | Petroleum Products-Unspecified C Confirmed Above Cleanup Level | | | | Sediment: Sediment Desc.: Air: Air Desc.: Bedrock: Bedrock Desc.: County Name: | King |
| Contaminant Type: Groundwater: Groundwater Desc.: Surface Water: Surfacewater Desc.: Soil: Soil Desc.: | Non-Halogenated Solvents C Confirmed Above Cleanup Level | | | | Sediment: Sediment Desc.: Air: Air Desc.: Bedrock: Bedrock Desc.: County Name: | King |
| 10 | 3 of 3 | NNE | 0.37 / 1,953.08 | 325.25 / -74 | Crawford Property 2326 N 155TH ST SHORELINE WA 98133 | ALL SITES |
| Facility/Site ID: Source File: | 19311 Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites | | | Latitude: Longitude: | 47.7418810002662 -122.330708000245 | |
| <u>Facility/Site Interaction</u> | | | | | | |
| Interaction ID: Interaction Status: Interac Status Desc: Interaction Type: Interaction Desc: Facility Alternate: Program Name Desc: Database Name Desc: | 94874 A Active SCS State Cleanup Site Crawford Property Toxics Cleanup Program Integrated Site Info System | | | | Program ID: Prog Database Name: Ecology Program: Interact Start Dt: Interact End Dt: | ISIS TOXICS 12/1/2010 0:00:00 |
| <u>Facility Location Detail</u> | | | | | | |
| Loc Verified Cd: GIS Calc Lat Decimal Nr: GIS Calc Long Decimal Nr: | 47.74188099999999 -122.33070800000000 | | | | | |

| | | | | | | |
|---|--|---|--------------------|---------------------------------------|--|-----------|
| 11 | 1 of 1 | S | 0.44 / 2,298.93 | 460.84 / 61 | Goodhue Plat 13727 MERIDIAN AVE N SEATTLE WA 98133 | ALL SITES |
| Facility/Site ID: Source File: | 17542 Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites | | | Latitude: Longitude: | 47.7294528327138 -122.334887843235 | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Facility/Site Interaction

| | | | |
|-----------------------------|---|----------------------------|-------------------|
| Interaction ID: | 104749 | Program ID: | WAR127090 |
| Interaction Status: | A | Prog Database Name: | PARIS |
| Interac Status Desc: | Active | Ecology Program: | WATQUAL |
| Interaction Type: | CONSTSWGP | Interact Start Dt: | 4/26/2013 0:00:00 |
| Interaction Desc: | Construction SW GP | Interact End Dt: | |
| Facility Alternate: | Goodhue Plat | | |
| Program Name Desc: | Water Quality Program | | |
| Database Name Desc: | Permitting & Reporting Information System | | |

Facility Location Detail

Loc Verified Cd:

GIS Calc Lat Decimal Nr: 47.729452536761457

GIS Calc Long Decimal Nr: -122.334900415231190

| | | | | | | |
|--------------------|--------|---|--------------------|----------------|---|-----|
| 12 | 1 of 5 | S | 0.44 / 2,338.53 | 466.35 / 67 | Seattle School Dist 1 Northend Annex 13720 ROOSEVELT WAY N SEATTLE WA 98133 | ICR |
|--------------------|--------|---|--------------------|----------------|---|-----|

| | | | |
|----------------------------|----------------------------|------------------------------|---------------------|
| Cleanup Site ID: | 5756 | WRIA ID: | 8 |
| Facility Site ID: | 24773715 | Is NFA Site: | Yes |
| Site Status: | No Further Action Required | Responsible Unit: | Northwest |
| Statute: | MTCA | Latitude: | 47.729825403703828 |
| Rank: | | Longitude: | -122.33507704907315 |
| Rank Description: | | Legislative District: | 46 |
| Has Env Covenant: | | Congr District: | 7 |
| Is Brownfiled Site: | | County Name: | King |
| Is PSI Site: | | | |

Cleanup Activities

| | | | |
|--------------------------------|-------------------------------|-------------------------|-------------|
| Related ID: | | Start Date: | |
| VCP Prj No: | NW1497 | End Date: | |
| Activity Name: | VCP Opinion on Cleanup Action | Legal Mechanism: | |
| Activity Status: | Canceled | Performed by: | |
| County Name: | King | Project Manager: | Musa, Donna |
| Applies to: | VcpProject | | |
| Applies to Description: | Voluntary Cleanup Program | | |

| | | | |
|--------------------------------|---------------------------|-------------------------|------------|
| Related ID: | | Start Date: | 2005-09-08 |
| VCP Prj No: | NW1497 | End Date: | |
| Activity Name: | VCP Application | Legal Mechanism: | |
| Activity Status: | Completed | Performed by: | |
| County Name: | King | Project Manager: | |
| Applies to: | VcpProject | | |
| Applies to Description: | Voluntary Cleanup Program | | |

| | | | |
|--------------------------------|----------------------------------|-------------------------|------------|
| Related ID: | 4217 | Start Date: | 2002-10-29 |
| VCP Prj No: | | End Date: | 2005-09-07 |
| Activity Name: | LUST - Report Received | Legal Mechanism: | |
| Activity Status: | | Performed by: | |
| County Name: | King | Project Manager: | |
| Applies to: | LUST | | |
| Applies to Description: | Leaking Underground Storage Tank | | |

| | | | |
|--------------------------------|----------------------------------|-------------------------|------------|
| Related ID: | 4217 | Start Date: | 2005-02-01 |
| VCP Prj No: | | End Date: | 2005-09-07 |
| Activity Name: | LUST - Report Received | Legal Mechanism: | |
| Activity Status: | | Performed by: | |
| County Name: | King | Project Manager: | |
| Applies to: | LUST | | |
| Applies to Description: | Leaking Underground Storage Tank | | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|--|----------------------|-----------|---------------------|--|------|----|
| | | | | | | |
| Related ID: VCP Prj No: NW1497 Activity Name: VCP Termination Activity Status: Completed County Name: King Applies to: VcpProject Applies to Description: Voluntary Cleanup Program | | | | Start Date: End Date: 2005-09-28 Legal Mechanism: Performed by: Project Manager: | | |
| Related ID: 4217 VCP Prj No: Activity Name: LUST - Report Received Activity Status: County Name: King Applies to: LUST Applies to Description: Leaking Underground Storage Tank | | | | Start Date: End Date: 2003-11-30 2005-09-07 Legal Mechanism: Performed by: Project Manager: | | |
| Related ID: 4217 VCP Prj No: Activity Name: LUST - Report Received Activity Status: County Name: King Applies to: LUST Applies to Description: Leaking Underground Storage Tank | | | | Start Date: End Date: 2005-08-11 2005-09-07 Legal Mechanism: Performed by: Project Manager: | | |
| Related ID: 4217 VCP Prj No: Activity Name: LUST - Report Received Activity Status: County Name: King Applies to: LUST Applies to Description: Leaking Underground Storage Tank | | | | Start Date: End Date: 1996-09-30 1996-10-01 Legal Mechanism: Performed by: Project Manager: | | |
| Related ID: 4217 VCP Prj No: Activity Name: LUST - Notification Activity Status: County Name: King Applies to: LUST Applies to Description: Leaking Underground Storage Tank | | | | Start Date: End Date: 1996-06-11 1996-06-11 Legal Mechanism: Performed by: Project Manager: | | |
| Related ID: VCP Prj No: Activity Name: Site Status Changed to NFA Activity Status: County Name: King Applies to: CleanupSite Applies to Description: | | | | Start Date: End Date: 2005-09-26 Legal Mechanism: Performed by: Project Manager: | | |
| Related ID: VCP Prj No: Activity Name: Ecology Cleanup Action Plan Activity Status: Completed County Name: King Applies to: CleanupSiteMilestoneType Applies to Description: | | | | Start Date: End Date: 2005-09-08 2005-12-08 Legal Mechanism: Performed by: PLP Project Manager: Northwest Region | | |
| <u>Media Contaminants</u> | | | | | | |
| Contaminant Type: Petroleum-Diesel Groundwater: C Groundwater Desc.: Confirmed Above Cleanup Level Surface Water: Surfacewater Desc.: Soil: C Soil Desc.: Confirmed Above Cleanup Level | | | | Sediment: Sediment Desc.: Air: Air Desc.: Bedrock: Bedrock Desc.: County Name: King | | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---|-------------------|-----------|------------------|----------------|---|-----------|
| 12 | 2 of 5 | S | 0.44 / 2,338.53 | 466.35 / 67 | Seattle SD 1 Northend Annex 13720 ROOSEVELT WAY N SEATTLE WA 98133 | LUST |
| <div> <div>Facility Site ID: 24773715</div> <div>Cleanup Site ID: 5756</div> <div>Responsible Unit: Northwest</div> <div>Region: Northwest</div> <div>Alternate Site Names: NORTH END ANNEX,Seattle School Dist 1 Northend Annex</div> </div> <div> <div>County: King</div> <div>Latitude: 47.7298254037038</div> <div>Longitude: -122.335077049073</div> </div> | | | | | | |
| <u>Tank Detail(s)</u> | | | | | | |
| <div> <div>UST ID: 10231</div> <div>LUST ID: 4217</div> <div>LUST Status: LUST - NFA</div> </div> <div> <div>Status Date: 09/27/2005</div> <div>Release Date: 06/11/1996</div> </div> | | | | | | |
| <u>Contaminants Information</u> | | | | | | |
| <div> <div>Contaminant Name: Petroleum-Diesel</div> <div>Groundwater: Confirmed Above Cleanup Levels</div> <div>Surfacewater: Confirmed Above Cleanup Levels</div> <div>Soil: Confirmed Above Cleanup Levels</div> </div> <div> <div>Sediment:</div> <div>Air:</div> <div>Bedrock:</div> </div> | | | | | | |
| 12 | 3 of 5 | S | 0.44 / 2,338.53 | 466.35 / 67 | Seattle SD 1 Northend Annex 13720 ROOSEVELT WAY N SEATTLE WA 98133 | CSCSL NFA |
| <div> <div>Cleanup Site ID: 5756</div> <div>Fac Site ID: 24773715</div> <div>Site Status: NFA</div> <div>NFA Date: 09/26/2005</div> <div>NFA Reason: NFA-Voluntary Cleanup Program Review</div> <div>Responsible Unit: Northwest</div> <div>Alternate Site Names: NORTH END ANNEX,Seattle School Dist 1 Northend Annex</div> </div> <div> <div>Region: Northwest</div> <div>County: King</div> <div>Latitude: 47.7298254037038</div> <div>Longitude: -122.335077049073</div> </div> | | | | | | |
| <u>NFA Contaminants Info</u> | | | | | | |
| <div> <div>Contaminant Name: Petroleum-Diesel</div> <div>Air:</div> <div>Soil: Confirmed Above Cleanup Levels</div> <div>Bedrock:</div> <div>Sediment:</div> <div>Groundwater: Confirmed Above Cleanup Levels</div> <div>Surfacewater:</div> </div> | | | | | | |
| 12 | 4 of 5 | S | 0.44 / 2,338.53 | 466.35 / 67 | Seattle School Dist 1 Northend Annex 13720 ROOSEVELT WAY N SEATTLE WA 98133 | ALL SITES |
| <div> <div>Facility/Site ID: 24773715</div> <div>Source File: Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites</div> </div> <div> <div>Latitude: 47.7298257068033</div> <div>Longitude: -122.335063256761</div> </div> | | | | | | |
| <u>Facility/Site Interaction</u> | | | | | | |
| <div> <div>Interaction ID: 34082</div> <div>Interaction Status: I</div> <div>Interac Status Desc: Inactive</div> <div>Interaction Type: LUST</div> <div>Interaction Desc: LUST Facility</div> <div>Facility Alternate:</div> </div> <div> <div>Program ID: 10231</div> <div>Prog Database Name: ISIS</div> <div>Ecology Program: TOXICS</div> <div>Interact Start Dt: 6/11/1996 0:00:00</div> <div>Interact End Dt: 9/27/2005 0:00:00</div> </div> | | | | | | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Program Name Desc: Toxics Cleanup Program
Database Name Desc: Integrated Site Info System

| | | | |
|----------------------|--------------------------|---------------------|------------------|
| Interaction ID: | 34080 | Program ID: | 10231 |
| Interaction Status: | I | Prog Database Name: | UST |
| Interac Status Desc: | Inactive | Ecology Program: | TOXICS |
| Interaction Type: | UST | Interact Start Dt: | 6/1/1961 0:00:00 |
| Interaction Desc: | Underground Storage Tank | Interact End Dt: | 9/8/2005 0:00:00 |

Facility Alternate:
Program Name Desc: Toxics Cleanup Program
Database Name Desc: Underground Storage Tanks

| | | | |
|----------------------|-------------------------|---------------------|-------------------|
| Interaction ID: | 34083 | Program ID: | NW1497 |
| Interaction Status: | I | Prog Database Name: | ISIS |
| Interac Status Desc: | Inactive | Ecology Program: | TOXICS |
| Interaction Type: | VOLCLNST | Interact Start Dt: | 9/7/2005 0:00:00 |
| Interaction Desc: | Voluntary Cleanup Sites | Interact End Dt: | 9/28/2005 0:00:00 |

Facility Alternate: Seattle School Dist 1 Northend Annex
Program Name Desc: Toxics Cleanup Program
Database Name Desc: Integrated Site Info System

| | | | |
|----------------------|---------------------------|---------------------|--------------------|
| Interaction ID: | 34081 | Program ID: | WAD988470035 |
| Interaction Status: | I | Prog Database Name: | TURBOWASTE |
| Interac Status Desc: | Inactive | Ecology Program: | HAZWASTE |
| Interaction Type: | HWG | Interact Start Dt: | 1/19/1990 0:00:00 |
| Interaction Desc: | Hazardous Waste Generator | Interact End Dt: | 12/31/2003 0:00:00 |

Facility Alternate:
Program Name Desc: Hazardous Waste & Toxics Reduction Program
Database Name Desc: Hazardous Waste Inf Mgt System

Facility Location Detail

Loc Verified Cd:
GIS Calc Lat Decimal Nr: 47.729825403703828
GIS Calc Long Decimal Nr: -122.335077049073150

| | | | | | | |
|--------------------|--------|---|--------------------|----------------|--|-----|
| 12 | 5 of 5 | S | 0.44 / 2,338.53 | 466.35 / 67 | Seattle SD 1 Northend Annex 13720 ROOSEVELT WAY N SEATTLE WA 98133 | VCP |
|--------------------|--------|---|--------------------|----------------|--|-----|

| | | | |
|-----------------------|--|------------|-------------------|
| Facility Site ID: | 24773715 | Latitude: | 47.7298254037038 |
| Cleanup Site ID: | 5756 | Longitude: | -122.335077049073 |
| County: | King | Region: | Northwest |
| Source: | No Futher Action Sites List | | |
| Alternate Site Names: | NORTH END ANNEX,Seattle School Dist 1 Northend Annex | | |

Department of Ecology - No Futher Action Sites List (Jun 11, 2019)

Site Status: NFA
NFA Date: 09/26/2005
NFA Reason: NFA-Voluntary Cleanup Program Review
Responsible Unit: Northwest

Department of Ecology - No Futher Action Sites List - Contaminants Info

| | | | |
|-------------------|--------------------------------|-----------|--------------------------------|
| Site Name: | Seattle SD 1 Northend Annex | Soil: | Confirmed Above Cleanup Levels |
| Contaminant Name: | Petroleum-Diesel | Sediment: | |
| Groundwater: | Confirmed Above Cleanup Levels | Air: | |
| Surfacewater: | | Bedrock: | |

Department of Ecology - All Statewide Cleanup Sites

Site Rank:

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|--|----------------------|---|---------------------|---------------------|---|-------------------|
| Responsible Unit: | | Northwest | | | | |
| Current VCP: | | | | | | |
| Has Inst Control: | | | | | | |
| Past VCP: | | Yes | | | | |
| Site Status: | | No Further Action | | | | |
| Department of Ecology - All Statewide Cleanup Sites - Contaminants | | | | | | |
| Site Name: | | Seattle SD 1 Northend Annex | | | | |
| Contaminant Name: | | Petroleum-Diesel | | | | |
| Groundwater: | | Confirmed Above Cleanup Levels | | | | |
| Bedrock: | | | | | | |
| Soil: | | Confirmed Above Cleanup Levels | | | | |
| Sediment: | | | | | | |
| Air: | | | | | | |
| Surfacewater: | | | | | | |
| 13 | 1 of 1 | ESE | 0.45 / 2,367.88 | 317.81 / -82 | Wine and Spirits Holdings LLC 400 NE 145th St Ste 130 Seattle WA 98105-6165 | ALL SITES |
| Facility/Site ID: | | 18495 | | Latitude: | | 47.7342595369568 |
| Source File: | | Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites | | Longitude: | | -122.354155473536 |
| Facility/Site Interaction | | | | | | |
| Interaction ID: | | 120837 | | Program ID: | | WAH000052160 |
| Interaction Status: | | A | | Prog Database Name: | | TURBOWASTE |
| Interac Status Desc: | | Active | | Ecology Program: | | HAZWASTE |
| Interaction Type: | | HWG | | Interact Start Dt: | | 2/2/2017 0:00:00 |
| Interaction Desc: | | Hazardous Waste Generator | | Interact End Dt: | | |
| Facility Alternate: | | Wine and Spirits Holdings LLC | | | | |
| Program Name Desc: | | Hazardous Waste & Toxics Reduction Program | | | | |
| Database Name Desc: | | Hazardous Waste Inf Mgt System | | | | |
| Facility Location Detail | | | | | | |
| Loc Verified Cd: | | | | | | |
| GIS Calc Lat Decimal Nr: | | 47.734259999999999 | | | | |
| GIS Calc Long Decimal Nr: | | -122.354159999999990 | | | | |
| 14 | 1 of 1 | SE | 0.49 / 2,575.92 | 339.89 / -60 | LAKESIDE UPPER SCHOOL 14056 4TH NE SEATTLE WA 98125 | ALL SITES |
| Facility/Site ID: | | 97282444 | | Latitude: | | 47.73077999998616 |
| Source File: | | Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites | | Longitude: | | -122.326348000354 |
| Facility/Site Interaction | | | | | | |
| Interaction ID: | | 75294 | | Program ID: | | 1775 |
| Interaction Status: | | I | | Prog Database Name: | | UST |
| Interac Status Desc: | | Inactive | | Ecology Program: | | TOXICS |
| Interaction Type: | | UST | | Interact Start Dt: | | 2/29/2000 0:00:00 |
| Interaction Desc: | | Underground Storage Tank | | Interact End Dt: | | 5/3/2000 0:00:00 |
| Facility Alternate: | | | | | | |
| Program Name Desc: | | Toxics Cleanup Program | | | | |
| Database Name Desc: | | Underground Storage Tanks | | | | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Facility Location Detail

Loc Verified Cd: N
 GIS Calc Lat Decimal Nr: 47.730780000000003
 GIS Calc Long Decimal Nr: -122.326348000000000

| | | | | | | |
|--------------------|--------|---|--------------------|----------------|---|-------|
| 15 | 1 of 1 | W | 0.51 / 2,717.10 | 476.54 / 77 | Pepper Hill Shopping Center 14701 AURORA AVE N SHORELINE WA 98133 | CSCSL |
|--------------------|--------|---|--------------------|----------------|---|-------|

| | | | |
|-----------------------|--|-------------------|-------------------|
| Fac Site ID: | 3178625 | Site Rank: | |
| Cleanup Site ID: | 2177 | County: | King |
| Site Status: | Cleanup Started | Region: | Northwest |
| Current VCP: | Yes | Latitude: | 47.7354272157047 |
| Responsible Unit: | Headquarters | Longitude: | -122.345483848491 |
| Past VCP: | Yes | Has Inst Control: | |
| Alternate Site Names: | Magic Cleaners, Magic Cleaners & Laundry, Pepper Hill Shopping Ctr | | |

Contaminants Detail Information

| | | | |
|-------------------|--------------------------------|-----------|--|
| Contaminant Name: | Halogenated Solvents | Sediment: | |
| Groundwater: | | Air: | |
| Surfacewater: | | Bedrock: | |
| Soil: | Confirmed Above Cleanup Levels | | |

| | | | | | | |
|--------------------|--------|-----|--------------------|----------------|---|-------|
| 16 | 1 of 2 | WSW | 0.52 / 2,743.71 | 480.42 / 81 | Aurora Texaco 14507 AURORA AVE N SHORELINE WA 98133 | CSCSL |
|--------------------|--------|-----|--------------------|----------------|---|-------|

| | | | |
|-----------------------|-----------------|-------------------|-------------------|
| Fac Site ID: | 19851881 | Site Rank: | 3 - Moderate Risk |
| Cleanup Site ID: | 8248 | County: | King |
| Site Status: | Cleanup Started | Region: | Northwest |
| Current VCP: | | Latitude: | 47.7344080483287 |
| Responsible Unit: | Northwest | Longitude: | -122.345535929976 |
| Past VCP: | | Has Inst Control: | |
| Alternate Site Names: | | | |

Contaminants Detail Information

| | | | |
|-------------------|--------------------------------|-----------|--|
| Contaminant Name: | Non-Halogenated Solvents | Sediment: | |
| Groundwater: | | Air: | |
| Surfacewater: | | Bedrock: | |
| Soil: | Confirmed Above Cleanup Levels | | |

| | | | |
|-------------------|--------------------------------|-----------|--|
| Contaminant Name: | Petroleum-Gasoline | Sediment: | |
| Groundwater: | | Air: | |
| Surfacewater: | | Bedrock: | |
| Soil: | Confirmed Above Cleanup Levels | | |

| | | | | | | |
|--------------------|--------|-----|--------------------|----------------|---|-----|
| 16 | 2 of 2 | WSW | 0.52 / 2,743.71 | 480.42 / 81 | Aurora Texaco 14507 AURORA AVE N SHORELINE WA 98133 | HSL |
|--------------------|--------|-----|--------------------|----------------|---|-----|

| | | | |
|-----------------------|-----------------|-------------------|-------------------|
| Fac Site ID: | 19851881 | Site Rank: | 3 - Moderate Risk |
| Cleanup Site ID: | 8248 | County: | King |
| Site Status: | Cleanup Started | Region: | Northwest |
| Responsible Unit: | Northwest | Latitude: | 47.7344080483287 |
| Current VCP: | | Longitude: | -122.345535929976 |
| Past VCP: | | Has Inst Control: | |
| Alternate Site Names: | | | |

Contaminants Detail Information

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|--|-------------------|-----------|------------------|----------------|--|---------------|
| <div> <div> Contaminant Name: Non-Halogenated Solvents Groundwater: Surfacewater: Soil: </div> <div> Confirmed Above Cleanup Levels </div> </div> <div> Contaminant Name: Petroleum-Gasoline Groundwater: Surfacewater: Soil: </div> <div> Confirmed Above Cleanup Levels </div> | | | | | | |
| 17 | 1 of 1 | SSE | 0.52 / 2,770.38 | 423.20 / 24 | Cobb Deshaies 13725 2ND AVE NE SEATTLE WA 98125 | CSCSL |
| <div> <div> Fac Site ID: 4646 Cleanup Site ID: 12147 Site Status: Cleanup Started Current VCP: Responsible Unit: Northwest Past VCP: Alternate Site Names: Cobb DeShaies Property </div> <div> Site Rank: County: King Region: Northwest Latitude: 47.729052 Longitude: -122.328017 Has Inst Control: </div> </div> | | | | | | |
| <u>Contaminants Detail Information</u> | | | | | | |
| <div> <div> Contaminant Name: Petroleum-Diesel Groundwater: Surfacewater: Soil: </div> <div> Confirmed Above Cleanup Levels </div> </div> | | | | | | |
| 18 | 1 of 1 | WNW | 0.59 / 3,090.17 | 429.02 / 29 | Opus Bank 15225 AURORA AVE N SHORELINE WA 98133-6123 | DELISTED SHWS |
| <div> <div> Fac Site ID: 56538898 CI Up Site ID: 9744 Site Status: Cleanup Started WARM Rank: N Brownfield?: PSI?: Has Inst Control: Warm Rank Desc: Original Source: CSCS Record Date: 25-SEP-2018 </div> <div> VCP?: Past VCP: Latitude: 47.7400012909497 Longitude: -122.345705501092 Respon Section: Pollution Liability Insurance Agency County: King Region: Northwest </div> </div> | | | | | | |
| 19 | 1 of 1 | SW | 0.61 / 3,204.92 | 477.63 / 78 | Auto Nation Hyundai of Seattle 14005 AURORA AVE N SEATTLE WA 98133 | CSCSL |
| <div> <div> Fac Site ID: 1963624 Cleanup Site ID: 12423 Site Status: Cleanup Started Current VCP: Responsible Unit: Northwest Past VCP: Yes Alternate Site Names: Duffy Aurora Nissan </div> <div> Site Rank: County: King Region: Northwest Latitude: 47.73058 Longitude: -122.3451 Has Inst Control: </div> </div> | | | | | | |
| <u>Contaminants Detail Information</u> | | | | | | |
| <div> <div> Contaminant Name: Petroleum-Diesel Groundwater: Surfacewater: Soil: </div> <div> Below Cleanup Levels </div> </div> | | | | | | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---|--|-----------|---------------------|--|--|---|
| | | | | | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Halogenated Solvents Confirmed Above Cleanup Levels | | | Sediment: Air: Bedrock: | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Petroleum-Other Below Cleanup Levels | | | Sediment: Air: Bedrock: | | |
| | | | | | | |
| 20 | 1 of 2 | NW | 0.64 / 3,373.28 | 425.85 / 26 | Chevron 200410 15510 AURORA AVE N SHORELINE WA 98133 | CSCSL |
| Fac Site ID: Cleanup Site ID: Site Status: Current VCP: Responsible Unit: Past VCP: Alternate Site Names: | 78597266 2650 Cleanup Started Northwest Yes CHEVRON SS 200410,CHEVRON STATION 200410,CHEVRON STATION 200410 | | | Site Rank: County: Region: Latitude: Longitude: Has Inst Control: | | 1 - Highest Assessed Risk King Northwest 47.7417701051716 -122.344831628358 |
| | | | | | | |
| <u>Contaminants Detail Information</u> | | | | | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Benzene Confirmed Above Cleanup Levels Confirmed Above Cleanup Levels | | | Sediment: Air: Bedrock: | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Non-Halogenated Solvents Confirmed Above Cleanup Levels Confirmed Above Cleanup Levels | | | Sediment: Air: Bedrock: | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Lead Below Cleanup Levels Below Cleanup Levels | | | Sediment: Air: Bedrock: | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Petroleum Products-Unspecified Confirmed Above Cleanup Levels Confirmed Above Cleanup Levels | | | Sediment: Air: Bedrock: | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Petroleum-Other Confirmed Above Cleanup Levels Suspected | | | Sediment: Air: Bedrock: | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Petroleum-Diesel Confirmed Above Cleanup Levels Suspected | | | Sediment: Air: Bedrock: | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Metals Priority Pollutants Below Cleanup Levels Below Cleanup Levels | | | Sediment: Air: Bedrock: | | |
| Contaminant Name: Groundwater: Surfacewater: Soil: | Petroleum-Gasoline Confirmed Above Cleanup Levels Confirmed Above Cleanup Levels | | | Sediment: Air: Bedrock: | | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|--|-------------------|-----------|------------------|----------------|--|-----|
| 20 | 2 of 2 | NW | 0.64 / 3,373.28 | 425.85 / 26 | Chevron 200410 15510 AURORA AVE N SHORELINE WA 98133 | HSL |
| <div> <div> Fac Site ID: 78597266 Cleanup Site ID: 2650 Site Status: Cleanup Started Responsible Unit: Northwest Current VCP: Past VCP: Yes Alternate Site Names: CHEVRON SS 200410,CHEVRON STATION 200410,CHEVRON STATION 200410 </div> <div> Site Rank: 1 - Highest Assessed Risk County: King Region: Northwest Latitude: 47.7417701051716 Longitude: -122.344831628358 Has Inst Control: </div> </div> | | | | | | |

Contaminants Detail Information

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Petroleum Products-Unspecified | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |
| Contaminant Name: | Petroleum-Other | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |
| Contaminant Name: | Lead | Sediment: |
| Groundwater: | Below Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Below Cleanup Levels | |
| Contaminant Name: | Non-Halogenated Solvents | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |
| Contaminant Name: | Benzene | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |
| Contaminant Name: | Metals Priority Pollutants | Sediment: |
| Groundwater: | Below Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Below Cleanup Levels | |
| Contaminant Name: | Petroleum-Diesel | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |
| Contaminant Name: | Petroleum-Gasoline | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |

| | | | | | | |
|---|--------|-----|-----------------|-------------|--|-------|
| 21 | 1 of 2 | WSW | 0.66 / 3,490.45 | 476.98 / 77 | LAURELHURST OIL CO 14330 LINDEN AVE N SEATTLE WA 98133 | CSCSL |
| <div> <div> Fac Site ID: 2265 Cleanup Site ID: 1433 Site Status: Awaiting Cleanup Current VCP: Responsible Unit: Northwest Past VCP: Alternate Site Names: CAM CAL,Rossoe Energy Systems </div> <div> Site Rank: 4 - Low-Moderate Risk County: King Region: Northwest Latitude: 47.7333776890997 Longitude: -122.347419761871 Has Inst Control: </div> </div> | | | | | | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Contaminants Detail Information

Contaminant Name: Petroleum Products-Unspecified
Groundwater: Suspected
Surfacewater: Suspected
Soil: Confirmed Above Cleanup Levels

Sediment:
Air:
Bedrock:

| | | | | | | |
|--------------------|--------|-----|-----------------|-------------|--|-----|
| 21 | 2 of 2 | WSW | 0.66 / 3,490.45 | 476.98 / 77 | LAURELHURST OIL CO 14330 LINDEN AVE N SEATTLE WA 98133 | HSL |
|--------------------|--------|-----|-----------------|-------------|--|-----|

Fac Site ID: 2265
Cleanup Site ID: 1433
Site Status: Awaiting Cleanup
Responsible Unit: Northwest
Current VCP:
Past VCP:
Alternate Site Names: CAM CAL,Roscoe Energy Systems

Site Rank: 4 - Low-Moderate Risk
County: King
Region: Northwest
Latitude: 47.7333776890997
Longitude: -122.347419761871
Has Inst Control:

Contaminants Detail Information

Contaminant Name: Petroleum Products-Unspecified
Groundwater: Suspected
Surfacewater: Suspected
Soil: Confirmed Above Cleanup Levels

Sediment:
Air:
Bedrock:

| | | | | | | |
|--------------------|--------|-----|-----------------|-------------|---|-------|
| 22 | 1 of 1 | SSE | 0.67 / 3,556.60 | 446.20 / 47 | Haller Lake Texaco 13401 ROOSEVELT WAY N SEATTLE WA 98133 | CSCSL |
|--------------------|--------|-----|-----------------|-------------|---|-------|

Fac Site ID: 25363417
Cleanup Site ID: 5767
Site Status: Cleanup Started
Current VCP:
Responsible Unit: Northwest
Past VCP: Yes
Alternate Site Names: Haller Lake Market,HALLER LAKE SERVICE LTD

Site Rank:
County: King
Region: Northwest
Latitude: 47.726139
Longitude: -122.329472
Has Inst Control:

Contaminants Detail Information

Contaminant Name: Petroleum-Gasoline
Groundwater: Confirmed Above Cleanup Levels
Surfacewater:
Soil: Confirmed Above Cleanup Levels

Sediment:
Air:
Bedrock:

Contaminant Name: Benzene
Groundwater: Confirmed Above Cleanup Levels
Surfacewater:
Soil: Confirmed Above Cleanup Levels

Sediment:
Air:
Bedrock:

Contaminant Name: Non-Halogenated Solvents
Groundwater: Confirmed Above Cleanup Levels
Surfacewater:
Soil: Confirmed Above Cleanup Levels

Sediment:
Air:
Bedrock:

| | | | | | | |
|--------------------|--------|----|-----------------|-------------|---|-------|
| 23 | 1 of 1 | NW | 0.68 / 3,589.24 | 425.85 / 26 | Aurora Triangle 15555 AURORA AVE N SHORELINE WA 98133 | CSCSL |
|--------------------|--------|----|-----------------|-------------|---|-------|

Fac Site ID: 6571
Cleanup Site ID: 12241
Site Status: Cleanup Started
Current VCP: Yes
Responsible Unit: Northwest

Site Rank:
County: King
Region: Northwest
Latitude: 47.742588
Longitude: -122.34623

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

| | | | | | | |
|-----------------------|-----|--------------------------|--|--|-------------------|--|
| Past VCP: | Yes | | | | Has Inst Control: | |
| Alternate Site Names: | | Aurora Triangle Property | | | | |

Contaminants Detail Information

| | | |
|-------------------|----------------------------------|-----------|
| Contaminant Name: | Petroleum-Diesel | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | | |
| Contaminant Name: | Polycyclic Aromatic Hydrocarbons | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |
| Contaminant Name: | Benzene | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |
| Contaminant Name: | Other Non-Halogenated Organics | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | | |
| Contaminant Name: | Other Halogenated Organics | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | | |
| Contaminant Name: | Petroleum-Gasoline | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | | |
| Contaminant Name: | Petroleum-Other | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | | |

| | | | | | | |
|--------------------|--------|----|--------------------|----------------|--|------------------|
| 24 | 1 of 1 | NW | 0.86 / 4,532.19 | 426.15 / 27 | Hendrickson Property 928 N 160TH ST SEATTLE WA 98133 | DELISTED SHWS |
|--------------------|--------|----|--------------------|----------------|--|------------------|

| | | | |
|-------------------|------------------|-----------------|-------------|
| Fac Site ID: | 5280617 | VCP?: | |
| CI Up Site ID: | 2383 | Past VCP: | |
| Site Status: | Awaiting Cleanup | Latitude: | 47.745 |
| WARM Rank: | N | Longitude: | -122.347778 |
| Brownfield?: | | Respon Section: | Northwest |
| PSI?: | | County: | King |
| Has Inst Control: | | Region: | Northwest |
| Warm Rank Desc: | | | |
| Original Source: | CSCS | | |
| Record Date: | 21-NOV-2016 | | |

| | | | | | | |
|--------------------|--------|---|--------------------|-----------------|---|-------|
| 25 | 1 of 1 | W | 0.86 / 4,546.07 | 508.73 / 109 | PINEHURST AUTO SALES 14929 WESTMINSTER WAY N SEATTLE WA 98133 | CSCSL |
|--------------------|--------|---|--------------------|-----------------|---|-------|

| | | | |
|-------------------|------------------|-------------------|------------|
| Fac Site ID: | 24612176 | Site Rank: | |
| Cleanup Site ID: | 1563 | County: | King |
| Site Status: | Awaiting Cleanup | Region: | Northwest |
| Current VCP: | | Latitude: | 47.736799 |
| Responsible Unit: | Northwest | Longitude: | -122.35422 |
| Past VCP: | | Has Inst Control: | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Alternate Site Names:

Contaminants Detail Information

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Petroleum Products-Unspecified | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |

| | | |
|--------------------------|----------------------|------------------|
| Contaminant Name: | Halogenated Organics | Sediment: |
| Groundwater: | Suspected | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |

| | | | | | | |
|--------------------|--------|---|--------------------|-----------------|---|-------|
| 26 | 1 of 1 | E | 0.89 / 4,716.21 | 321.72 / -78 | Park Ridge Care 1250 NE 145TH ST SHORELINE WA 98155 | CSCSL |
|--------------------|--------|---|--------------------|-----------------|---|-------|

| | | | |
|------------------------------|---|--------------------------|-------------|
| Fac Site ID: | 13646 | Site Rank: | |
| Cleanup Site ID: | 1955 | County: | King |
| Site Status: | Cleanup Started | Region: | Northwest |
| Current VCP: | Yes | Latitude: | 47.734851 |
| Responsible Unit: | Northwest | Longitude: | -122.314318 |
| Past VCP: | Yes | Has Inst Control: | |
| Alternate Site Names: | Park Ridge Care Facility Former UST Site,Park Ridge Care Facility,Former UST Site | | |

Contaminants Detail Information

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Petroleum Products-Unspecified | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |

| | | |
|--------------------------|----------------------------|------------------|
| Contaminant Name: | Metals Priority Pollutants | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |

| | | | | | | |
|--------------------|--------|----|--------------------|----------------|---|-------|
| 27 | 1 of 1 | NW | 0.92 / 4,859.79 | 430.54 / 31 | Kollias Family Property 16301 AURORA AVE N SHORELINE WA 98133 | CSCSL |
|--------------------|--------|----|--------------------|----------------|---|-------|

| | | | |
|------------------------------|---|--------------------------|-------------------|
| Fac Site ID: | 15005 | Site Rank: | |
| Cleanup Site ID: | 12502 | County: | King |
| Site Status: | Cleanup Started | Region: | Northwest |
| Current VCP: | | Latitude: | 47.7472299999999 |
| Responsible Unit: | Northwest | Longitude: | -122.345947682209 |
| Past VCP: | | Has Inst Control: | |
| Alternate Site Names: | Former Time Oil Site,JSH Properties Inc,Kollias LLC Property,Kollias Property | | |

Contaminants Detail Information

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Petroleum-Gasoline | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Benzene | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|--|-------------------|-----------|------------------|----------------|--|-------|
| 28 | 1 of 3 | E | 0.96 / 5,066.46 | 319.67 / -80 | SPARKS TUNEUP 14501 15TH AVE NE SHORELINE WA 98155 | CSCSL |
| <div> <div> Fac Site ID: 36832998 Cleanup Site ID: 4861 Site Status: Awaiting Cleanup Current VCP: Responsible Unit: Northwest Past VCP: Alternate Site Names: FORMER TEXACO SERVICE STATION NO. 211581, SPARK'S TUNEUP, Sparks Tuneup Texaco </div> <div> Site Rank: 5 - Lowest Assessed Risk County: King Region: Northwest Latitude: 47.7341870223087 Longitude: -122.313089328382 Has Inst Control: </div> </div> | | | | | | |

Contaminants Detail Information

| | | |
|-------------------|--------------------------------|-----------|
| Contaminant Name: | Halogenated Organics | Sediment: |
| Groundwater: | Suspected | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |
| Contaminant Name: | Non-Halogenated Solvents | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |

| | | | | | | |
|---|--------|---|-----------------|--------------|---|-------|
| 28 | 2 of 3 | E | 0.96 / 5,066.46 | 319.67 / -80 | Sparks Tuneup Texaco 14501 15TH AVE NE SHORELINE WA 98155 | CSCSL |
| <div> <div> Fac Site ID: 36832998 Cleanup Site ID: 8905 Site Status: Cleanup Started Current VCP: Responsible Unit: Northwest Past VCP: Alternate Site Names: FORMER TEXACO SERVICE STATION NO. 211581, SPARK'S TUNEUP, SPARKS TUNEUP </div> <div> Site Rank: County: King Region: Northwest Latitude: 47.7341870223087 Longitude: -122.313089328382 Has Inst Control: </div> </div> | | | | | | |

Contaminants Detail Information

| | | |
|-------------------|--------------------------------|-----------|
| Contaminant Name: | Benzene | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |
| Contaminant Name: | Petroleum-Diesel | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | | |
| Contaminant Name: | Petroleum-Gasoline | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |

| | | | | | | |
|--|--------|---|-----------------|--------------|--|-----|
| 28 | 3 of 3 | E | 0.96 / 5,066.46 | 319.67 / -80 | SPARKS TUNEUP 14501 15TH AVE NE SHORELINE WA 98155 | HSL |
| <div> <div> Fac Site ID: 36832998 Cleanup Site ID: 4861 Site Status: Awaiting Cleanup Responsible Unit: Northwest Current VCP: Past VCP: Alternate Site Names: FORMER TEXACO SERVICE STATION NO. 211581, SPARK'S TUNEUP, Sparks Tuneup Texaco </div> <div> Site Rank: 5 - Lowest Assessed Risk County: King Region: Northwest Latitude: 47.7341870223087 Longitude: -122.313089328382 Has Inst Control: </div> </div> | | | | | | |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---------|-------------------|-----------|------------------|----------------|------|----|
|---------|-------------------|-----------|------------------|----------------|------|----|

Contaminants Detail Information

| | | |
|--------------------------|----------------------|------------------|
| Contaminant Name: | Halogenated Organics | Sediment: |
| Groundwater: | Suspected | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Non-Halogenated Solvents | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |

| | | | | | | |
|--------------------|--------|---|--------------------|-----------------|---|-------|
| 29 | 1 of 1 | E | 0.96 / 5,090.49 | 316.83 / -83 | SEATTLE CITY ROW NE 145TH & 15TH NE NE 145TH ST & 15TH AVE NE SEATTLE WA 98155 | CSCSL |
|--------------------|--------|---|--------------------|-----------------|---|-------|

| | | | |
|------------------------------|------------------|--------------------------|-------------|
| Fac Site ID: | 63115356 | Site Rank: | |
| Cleanup Site ID: | 1061 | County: | King |
| Site Status: | Awaiting Cleanup | Region: | Northwest |
| Current VCP: | | Latitude: | 47.734049 |
| Responsible Unit: | Northwest | Longitude: | -122.312783 |
| Past VCP: | | Has Inst Control: | |
| Alternate Site Names: | | | |

Contaminants Detail Information

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Halogenated Organics | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |

| | | | | | | |
|--------------------|--------|---|--------------------|-----------------|--|-------|
| 30 | 1 of 1 | E | 0.96 / 5,090.69 | 315.81 / -84 | ARCO 0986 14359 15TH NE SEATTLE WA 98125 | CSCSL |
|--------------------|--------|---|--------------------|-----------------|--|-------|

| | | | |
|------------------------------|-----------------|--------------------------|-------------------|
| Fac Site ID: | 13248556 | Site Rank: | |
| Cleanup Site ID: | 7978 | County: | King |
| Site Status: | Cleanup Started | Region: | Northwest |
| Current VCP: | | Latitude: | 47.7336347862738 |
| Responsible Unit: | Northwest | Longitude: | -122.313156774205 |
| Past VCP: | Yes | Has Inst Control: | |
| Alternate Site Names: | ARCO 986 | | |

Contaminants Detail Information

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Petroleum-Gasoline | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |

| | | |
|--------------------------|--------------------------------|------------------|
| Contaminant Name: | Benzene | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Confirmed Above Cleanup Levels | |

| | | | | | | |
|--------------------|--------|-----|--------------------|-----------------|--|-------|
| 31 | 1 of 1 | ENE | 0.97 / 5,121.95 | 346.49 / -53 | Fircrest School PCB Spill 15230 15TH AVE NE SHORELINE WA 98155 | CSCSL |
|--------------------|--------|-----|--------------------|-----------------|--|-------|

| | | | |
|-------------------------|-----------------|-------------------|-----------|
| Fac Site ID: | 72619465 | Site Rank: | |
| Cleanup Site ID: | 14779 | County: | King |
| Site Status: | Cleanup Started | Region: | Northwest |

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|------------------------------|------------------------------|---|-----------------------------|---------------------------|-------------------|-----------|
| <hr/> | | | | | | |
| Current VCP: | | | | Latitude: | 47.7382888611872 | |
| Responsible Unit: | Northwest | | | Longitude: | -122.312349403469 | |
| Past VCP: | | | | Has Inst Control: | | |
| Alternate Site Names: | | DSHS FIRCREST SCHOOL, Fircrest School LUST, WA DSHS Fircrest School | | | | |

Contaminants Detail Information

| | | |
|--------------------------|----------------------------------|------------------|
| Contaminant Name: | Asbestos | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |
| Contaminant Name: | Polychlorinated biPhenyls (PCB) | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |
| Contaminant Name: | Phenolic Compounds | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |
| Contaminant Name: | Petroleum-Other | Sediment: |
| Groundwater: | Confirmed Above Cleanup Levels | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | | |
| Contaminant Name: | Polycyclic Aromatic Hydrocarbons | Sediment: |
| Groundwater: | | Air: |
| Surfacewater: | | Bedrock: |
| Soil: | Suspected | |

Unplottable Summary

Total: 6 Unplottable sites

| DB | Company Name/Site Name | Address | City | Zip | ERIS ID |
|--------------|------------------------|--|------------|-------|-----------|
| ALL SITES | SDOT Aurora Rapid Ride | N 125th Between Aurora Ave N & Densmore | Seattle WA | 98125 | 819540242 |
| HMIRS | | 2006 146TH ST | SEATTLE WA | | 818526509 |
| RCRA NON GEN | SDOT AURORA RAPID RIDE | N 125TH BETWEEN AURORA AVE N & DENSMORE <i>EPA Handler ID:</i> WAH000043919 | SEATTLE WA | 98125 | 867216416 |
| SPILLS | NULL | 145TH <i>Incident ID Incident Date:</i> 641325 5/16/2013 12:00:00 AM | SEATTLE WA | | 836896607 |
| SPILLS | NULL | 145TH <i>Incident ID Incident Date:</i> 641325 5/16/2013 12:00:00 AM | SEATTLE WA | | 836874867 |
| SPILLS | METRO TRANSIT | NORTH BOUND MERIDIAN NORTH <i>Incident ID Incident Date:</i> 525088 3/18/2002 | SEATTLE WA | | 824968324 |

Unplottable Report

Site: **SDOT Aurora Rapid Ride**
N 125th Between Aurora Ave N & Densmore Seattle WA 98125

[ALL SITES](#)

| | | | |
|--------------------------|---|-------------------|-------------------|
| Facility/Site ID: | 3284 | Latitude: | 47.7196135301343 |
| Source File: | Washington State Department of Ecology Facilities - Sites Interactions; Washington State Department of Ecology Facilities - Sites | Longitude: | -122.344746971476 |

Facility/Site Interaction

| | | | |
|-----------------------------|--|----------------------------|--------------------|
| Interaction ID: | 105577 | Program ID: | WAH000043919 |
| Interaction Status: | I | Prog Database Name: | TURBOWASTE |
| Interac Status Desc: | Inactive | Ecology Program: | HAZWASTE |
| Interaction Type: | HWG | Interact Start Dt: | 7/22/2013 0:00:00 |
| Interaction Desc: | Hazardous Waste Generator | Interact End Dt: | 12/31/2015 0:00:00 |
| Facility Alternate: | SDOT Aurora Rapid Ride | | |
| Program Name Desc: | Hazardous Waste & Toxics Reduction Program | | |
| Database Name Desc: | Hazardous Waste Inf Mgt System | | |

| | | | |
|-----------------------------|--|----------------------------|--------------------|
| Interaction ID: | 117081 | Program ID: | WAH000043919 |
| Interaction Status: | A | Prog Database Name: | TURBOWASTE |
| Interac Status Desc: | Active | Ecology Program: | HAZWASTE |
| Interaction Type: | HWOTHER | Interact Start Dt: | 12/31/2015 0:00:00 |
| Interaction Desc: | Haz Waste Management Activity | Interact End Dt: | |
| Facility Alternate: | SDOT Aurora Rapid Ride | | |
| Program Name Desc: | Hazardous Waste & Toxics Reduction Program | | |
| Database Name Desc: | Hazardous Waste Inf Mgt System | | |

Facility Location Detail

Loc Verified Cd:
GIS Calc Lat Decimal Nr: 47.719613000000003
GIS Calc Long Decimal Nr: -122.344753000000000

Site: **2006 146TH ST SEATTLE WA**

[HMIRS](#)

Incident County: KING

HMIR Incident Reports

| | | | |
|------------------------------|--|-----------------------------|-----------------------------|
| Report No: | I-2002110991 | Fed DOT Agency Nm: | |
| Report Type: | A hazardous material incident | Fed DOT Report No: | |
| Date of Incident: | 11/11/2002 | Report Submit Src: | Paper |
| Time of Incident: | 0300 | Inc Multiple Rows: | No |
| Haz Class Code: | 3 | Inc Non US State: | |
| Hazardous Class: | FLAMMABLE - COMBUSTIBLE LIQUID | Mode Transport: | Highway |
| Commodity Short Nm: | PAINT INCLUDING PAINT L | Transport Phase: | IN TRANSIT |
| Commodity Long Nm: | PAINT INCLUDING PAINT LACQUER ENAMEL STAIN SHELLAC SOLUTIONS VARNISH POLISH LIQUID FILLER AND LIQUID LACQUER BASE | Incident Occrrnce: | |
| Trade Name: | | Mat Ship Approval?: | No |
| ID No: | UN1263 | Mat Ship Approv No: | |
| Haz Waste Ind: | No | Undecl Hazmat Ship?: | No |
| Haz Waste EPA No: | | Packaging Type: | Non-Bulk |
| HMIS Tox Inhalation?: | No | Packing Group: | |
| TIH Hazard Zone: | | Carrier Reporter: | CON-WAY WESTERN EXPRESS INC |

Qty Released: 1
Unit of Measure: LGA
What Failed: ;
What Failed Desc: ;
How Failed Code: 309;
How Failed Desc: Punctured;
Failure Cause Code: 501; 516
Failure Cause Desc: Abrasion; Impact with Sharp or Protruding Object (e.g. nails)

Ident. Markings:
Cont1 Pkging Type:
Cont1 Const Mat:
Cont1 Head Type:
Cont1 Pkg Capacity: 55
C1 Capacity UOM: LGA
Cont1 Pkg Amt:
C1 Pkg Amt UOM:
Cont1 Pkg No: 3
C1 Pkg NO Failed: 1
Cont1 Pkg Mnfctr: NOT REPORTED BY CARRIER
Cont1 Pkg Mnfc Dt:
Cont1 Pkg Serial NO:
C1 Pkg Last Test Dt:
C1 Test Const Mat:
C1 Pkg Dsign Pres.:
C1 Dsign Press UOM:
C1 Pkg Shell Thick:
C1 Shell Thick UOM:
C1 Head Thickness:
C1 Head Thick UOM:
C1 Pkg Svc Pres.:
C1 Svc Press UOM:
C1 Valve/Device Fail?: No
C1 Device Type:
C1 Device Mnfctr:
C1 Device Model:
NRC No:

RAM Pkg Category:
RAM Pkg Cert.: FALSE
RAM Pkg Cert. NBR:
RAM Nuclide S:
RAM Transport Index:
RAM UOM:
RAM Activity Rpted:
RAM UOM Rpted:
RAM Activity:
RAM Activity UOM:
RAM Mat Safety:
Spillage Result: Yes
Fire Result: No
Explosion Result: No
Water Sewer Result: No
Gas Dispersion: No
Environment Damage: No
No Release Result: No
Fire EMS Report: No
Fire EMS EMS Report:
Police Report: No
Police Report No:
In House Cleanup: No
Other Cleanup: No
Damage > 500: No
Material Loss: 0
Carrier Damage: 0
Property Damage: 0
Response Cost: 0
Remediation Cost: 0
Damage Old Form: 0
Total Damages Amt: 0
Hazmat Fatality: No

CR Street Name: 2006 S 146TH ST
CR City: SEATAC
CR State: WA
CR Postal Code: 98168-3718
CR Non US State:
CR Fed DOT ID: 0
CR Hazmat Reg ID:
CR Country: US

Shipper Name: CHAMPION COATINGS INC.
Shipper Street Name: 7403 WRIGHT RD
Shipper City: HOUSTON
Shipper State: TX
Shipper Postal: 77041-2421
Shipper Non US St:
Shipper Country: US
Shipper Waybill: 349147945
Ship Hazmat Reg ID:
Origin City: HOUSTON
Origin State: TEXAS
Origin Postal: 77041
Origin Non US St:
Origin Country: US
Destination City: SEATTLE
Destination State: WASHINGTON
Destination Postal:
Destination Non US:
Destination Country: US
Cont2 Package Type:
Cont2 Const Mat:
Cont2 Pkg Capacity:
Cont2 Capacity UOM:
Cont2 Pkg Amount:
Cont2 Pkg Amt UOM:
Cont2 Pkg No:
Cont2 Pkg No Failed:

Haz NonHosp Public: 0
Haz NonHosp Old: 0
Tot Haz Non Hosp Inj: 0
Total Hazmat Injuries: 0
Evacuation Indicator: No
Public Evacuated: 0
Employees Evac: 0
Total Evacuated: 0
Total Evacuation Hrs: 0
Major Artery Closed: No
Mjr Artery Hrs Closed: 0
Material Involved: No
Estimated Speed: 0
Weather Conditions:
Vehicle Overturn: No
Vehicle Left Roadway: No
Passenger Aircraft: No
Cargo Baggage:
Ship Non Transport: No
Ship Air First Flight: No
Ship Air Subflight: No
Ship Init Transport: No
Ship Phase Transfer: No
Contact Name: LAYTH SEAL
Contact Title: FRT OPERATIONS SUPERVISOR
Contact Business:
Contact Street:
Contact City:
Contact State:
Contact Postal:
Contact Non US St:
Contact Country: US
Inc. Report Prepared:

| | | | |
|---------------------------------|---|-------------------------------|-------------------------------|
| Haz Fatal Employees: | 0 | HMIS Serious Incident: | No |
| Haz Fatal Respntrs: | 0 | HMIS Serious Fatality: | No |
| Haz Fatal Gen Public: | 0 | HMIS Serious Injury: | No |
| Tot Hazmat Fatalities: | 0 | HMIS Flight Plan: | No |
| Non Hazmat Fatality: | No | HMIS Serious Evacs: | No |
| Non Hazmat Fatais: | 0 | HMIS Major Artery: | No |
| Hazmat Injury: | No | HMIS Bulk Release: | No |
| Haz Hospital Empl: | 0 | HMIS Marine Pollutnt: | No |
| Haz Hospital Resp: | 0 | HMIS Radioactive: | No |
| Haz Hosp Gen Public: | 0 | HMIS Gen Pkg Type: | OHMIR.Ref_Container.descr_txt |
| Haz Hosp Old Form: | 0 | HMIS Container Code: | DRUM MTL |
| Total Haz Hosp Inj: | 0 | HMIS Container Desc: | Metal drum |
| Haz Non Hosp Empl: | 0 | HMIS Bulk Incident: | No |
| Haz Non Hosp Resp: | 0 | Undeclared Shipment: | No |
| Description of Events: | DRUM WAS PLACED ON A PALLET THAT WAS OLD AND A NAIL PUNCTURED THE BOTTOM OF THE DRUM. | | |
| Recommend Actions Taken: | | | |

Site: SDOT AURORA RAPID RIDE
N 125TH BETWEEN AURORA AVE N & DENSMORE SEATTLE WA 98125

RCRA NON GEN

EPA Handler ID: WAH000043919
Gen Status Universe: No Report
Contact Name: CRAIG DAHL
Contact Address: 714 S CHARLES ST , , SEATTLE , WA, 98134 , US
Contact Phone No and Ext: 206-295-4177
Contact Email: CRAIG.DAHL@SEATTLE.GOV
Contact Country: US
County Name: KING
EPA Region: 10
Land Type: Municipal
Receive Date: 20190211

Violation/Evaluation Summary

Note: NO RECORDS: As of August 2019, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 1
Receive Date: 20130722
Handler Name: SDOT AURORA RAPID RIDE
Generator Status Universe: No Report
Source Type: Notification

Waste Code Details

Hazardous Waste Code: D008

Waste Code Description: LEAD

Hazardous Waste Handler Details

Sequence No: 2
Receive Date: 20140220
Handler Name: SDOT AURORA RAPID RIDE
Generator Status Universe: No Report
Source Type: Notification

Waste Code Details

Hazardous Waste Code: D008
Waste Code Description: LEAD

Hazardous Waste Handler Details

Sequence No: 3
Receive Date: 20160224
Handler Name: SDOT AURORA RAPID RIDE
Generator Status Universe: No Report
Source Type: Notification

Hazardous Waste Handler Details

Sequence No: 4
Receive Date: 20170208
Handler Name: SDOT AURORA RAPID RIDE
Generator Status Universe: No Report
Source Type: Notification

Hazardous Waste Handler Details

Sequence No: 5
Receive Date: 20180112
Handler Name: SDOT AURORA RAPID RIDE
Generator Status Universe: No Report
Source Type: Notification

Hazardous Waste Handler Details

Sequence No: 6
Receive Date: 20190211
Handler Name: SDOT AURORA RAPID RIDE
Generator Status Universe: No Report
Source Type: Notification

Owner/Operator Details

Owner/Operator Ind: Current Owner
Type: Municipal
Name: SEATTLE DEPARTMENT OF
TRANSPORTATION
Date Became Current: 20181231
Date Ended Current:
Phone: 206-295-4177
Source Type: Notification

Street No:
Street 1: PO BOX 34996
Street 2: & DENSMORE
City: SEATTLE
State: WA
Country: US
Zip Code: 98124

Owner/Operator Ind: Current Operator
Type: Municipal
Name: SEATTLE DEPARTMENT OF
TRANSPORTATION
Date Became Current:
Date Ended Current:
Phone: 206-295-4177

Street No:
Street 1: PO BOX 34996
Street 2: & DENSMORE
City: SEATTLE
State: WA
Country: US

| | | | |
|-----------------------------|--------------------------------------|-------------------|--------------|
| Source Type: | Notification | Zip Code: | 98134 |
| Owner/Operator Ind: | Current Owner | Street No: | |
| Type: | Municipal | Street 1: | PO BOX 34996 |
| Name: | SEATTLE DEPARTMENT OF TRANSPORTATION | Street 2: | & DENSMORE |
| Date Became Current: | | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 206-295-4177 | Country: | US |
| Source Type: | Notification | Zip Code: | 98124 |
| Owner/Operator Ind: | Current Operator | Street No: | |
| Type: | Private | Street 1: | PO BOX 34996 |
| Name: | SEATTLE DEPARTMENT OF TRANSPORTATION | Street 2: | & DENSMORE |
| Date Became Current: | | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 206-295-4177 | Country: | US |
| Source Type: | Notification | Zip Code: | 98134 |
| Owner/Operator Ind: | Current Owner | Street No: | |
| Type: | Private | Street 1: | PO BOX 34996 |
| Name: | SEATTLE DEPARTMENT OF TRANSPORTATION | Street 2: | & DENSMORE |
| Date Became Current: | | City: | SEATTLE |
| Date Ended Current: | | State: | WA |
| Phone: | 206-295-4177 | Country: | US |
| Source Type: | Notification | Zip Code: | 98124 |

Site: NULL
145TH SEATTLE WA

SPILLS

| | | | |
|------------------------|-----------------------|-----------------------|------|
| Incident ID: | 641325 | Location Name: | |
| Incident Date: | 5/16/2013 12:00:00 AM | County: | KING |
| Regulated: | | Zip Code: | |
| Waterway Desc: | PUGET SOUND | Lat: | NULL |
| Address: | | Long: | NULL |
| Narrative Desc: | | | |

--Details--

| | | | |
|---------------------------|----------------------|--------------------------|-----------------|
| Product: | PETROLEUM - UNKNOWN | Source: | NULL |
| Spill Quantity: | NULL | Source Type Desc: | |
| Unit: | | Activity: | UNKNOWN |
| Medium: | SURFACE WATER-MARINE | Impact: | WATER POLLUTION |
| Medium Type Desc: | | Sheen Only: | 0 |
| Cause: | NULL | PRP Contact Name: | |
| Cause Type Desc: | | PRP First Name: | NULL |
| Incident Category: | | PRP Last Name: | NATURE |
| Incident Cat Desc: | | Primary PRP: | |

Site: NULL
145TH SEATTLE WA

SPILLS

| | | | |
|------------------------|-----------------------|-----------------------|------|
| Incident ID: | 641325 | Location Name: | |
| Incident Date: | 5/16/2013 12:00:00 AM | County: | KING |
| Regulated: | | Zip Code: | |
| Waterway Desc: | NULL | Lat: | NULL |
| Address: | | Long: | NULL |
| Narrative Desc: | | | |

--Details--

| | | | |
|------------------------|----------------------|--------------------------|-----------------|
| Product: | PETROLEUM - UNKNOWN | Source: | NULL |
| Spill Quantity: | NULL | Source Type Desc: | |
| Unit: | | Activity: | UNKNOWN |
| Medium: | SURFACE WATER-MARINE | Impact: | WATER POLLUTION |

Medium Type Desc:
Cause: NULL
Cause Type Desc:
Incident Category:
Incident Cat Desc:

Sheen Only: 0
PRP Contact Name:
PRP First Name: NULL
PRP Last Name: UNKNOWN
Primary PRP:

Site: METRO TRANSIT
NORTH BOUND MERIDIAN NORTH SEATTLE WA

SPILLS

Incident ID: 525088
Incident Date: 3/18/2002
Regulated:
Waterway Desc:
Address:
Narrative Desc:

Location Name: STORM DRAIN
County: KING
Zip Code:
Lat: NULL
Long: NULL

--Details--

Product:
Spill Quantity: 1
Unit: GALLON
Medium: STORM DRAIN PIPE
Medium Type Desc:
Cause: EQUIPMENT FAILURE
Cause Type Desc:
Incident Category:
Incident Cat Desc:

Source: TRANSPORTATION-VEHICLE TRUCK
Source Type Desc:
Activity: ROUTINE/NORMAL OPERATIONS
Impact: WATER POLLUTION
Sheen Only:
PRP Contact Name:
PRP First Name:
PRP Last Name: NULL
Primary PRP:

Appendix: Database Descriptions

Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13, Section 8.1.8 Sources of Standard Source Information:

"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."

Standard Environmental Record Sources

Federal

National Priority List:

NPL

National Priorities List (Superfund)-NPL: EPA's (United States Environmental Protection Agency) list of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action.

Government Publication Date: Aug 20, 2019

National Priority List - Proposed:

PROPOSED NPL

Includes sites proposed (by the EPA, the state, or concerned citizens) for addition to the NPL due to contamination by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for cleanup because it poses a risk to human health and/or the environment.

Government Publication Date: Aug 20, 2019

Deleted NPL:

DELETED NPL

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Government Publication Date: Aug 20, 2019

SEMS List 8R Active Site Inventory:

SEMS

The Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted.

Government Publication Date: Aug 20, 2019

SEMS List 8R Archive Sites:

SEMS ARCHIVE

The Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time.

Government Publication Date: Aug 20, 2019

Inventory of Open Dumps, June 1985:

ODI

The Resource Conservation and Recovery Act (RCRA) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257).

Government Publication Date: Jun 1985

Comprehensive Environmental Response, Compensation and Liability Information System -

CERCLIS

CERCLIS:

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

Government Publication Date: Oct 25, 2013

EPA Report on the Status of Open Dumps on Indian Lands:

IODI

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified congressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities.

Government Publication Date: Dec 31, 1998

CERCLIS - No Further Remedial Action Planned:

CERCLIS NFRAP

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Government Publication Date: Oct 25, 2013

CERCLIS Liens:

CERCLIS LIENS

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jan 30, 2014

RCRA CORRACTS-Corrective Action:

RCRA CORRACTS

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

Government Publication Date: Aug 26, 2019

RCRA non-CORRACTS TSD Facilities:

RCRA TSD

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Government Publication Date: Aug 26, 2019

RCRA Generator List:

RCRA LQG

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

Government Publication Date: Aug 26, 2019

RCRA Small Quantity Generators List:

RCRA SQG

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Government Publication Date: Aug 26, 2019

RCRA Conditionally Exempt and Very Small Quantity Generators List:[RCRA CESQG](#)

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Conditionally Exempt and Very Small Quantity Generators (VSQG and CESQG) generate 100 kilograms or less per month of hazardous waste, or one kilogram or less per month of acutely hazardous waste. Additionally, VSQG and CESQG may not accumulate more than 1,000 kilograms of hazardous waste at any time.

Government Publication Date: Aug 26, 2019

RCRA Non-Generators:[RCRA NON GEN](#)

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste.

Government Publication Date: Aug 26, 2019

Federal Engineering Controls-ECs:[FED ENG](#)

Engineering controls (ECs) encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jun 11, 2019

Federal Institutional Controls- ICs:[FED INST](#)

Institutional controls are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's (United States Environmental Protection Agency) expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site.

Government Publication Date: Jun 11, 2019

Emergency Response Notification System:[ERNS 1982 TO 1986](#)

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1982-1986

Emergency Response Notification System:[ERNS 1987 TO 1989](#)

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1987-1989

Emergency Response Notification System:[ERNS](#)

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Mar 21, 2019

The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database:[FED BROWNFIELDS](#)

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Sep 3, 2019

FEMA Underground Storage Tank Listing:[FEMA UST](#)

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

Government Publication Date: Dec 31, 2017

Petroleum Refineries:

REFN

List of petroleum refineries from the U.S. Energy Information Administration (EIA) Refinery Capacity Report. Includes operating and idle petroleum refineries (including new refineries under construction) and refineries shut down during the previous year located in the 50 States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and other U.S. possessions. Survey locations adjusted using public data.

Government Publication Date: Jul 17, 2018

Petroleum Product and Crude Oil Rail Terminals:

BULK TERMINAL

List of petroleum product and crude oil rail terminals made available by the U.S. Energy Information Administration (EIA). Includes operable bulk petroleum product terminals located in the 50 States and the District of Columbia with a total bulk shell storage capacity of 50,000 barrels or more, and/or the ability to receive volumes from tanker, barge, or pipeline; also rail terminals handling the loading and unloading of crude oil that were active between 2017 and 2018. Petroleum product terminals comes from the EIA-815 Bulk Terminal and Blender Report, which includes working, shell in operation, and shell idle for several major product groupings. Survey locations adjusted using public data.

Government Publication Date: Jan 18, 2019

LIEN on Property:

SEMS LIEN

The EPA Superfund Enterprise Management System (SEMS) provides LIEN information on properties under the EPA Superfund Program.

Government Publication Date: Aug 20, 2019

Superfund Decision Documents:

SUPERFUND ROD

This database contains a listing of decision documents for Superfund sites. Decision documents serve to provide the reasoning for the choice of (or) changes to a Superfund Site cleanup plan. The decision documents include Records of Decision (ROD), ROD Amendments, Explanations of Significant Differences (ESD), along with other associated memos and files. This information is maintained and made available by the US EPA (Environmental Protection Agency).

Government Publication Date: Aug 20, 2019

State**Hazardous Sites List:**

HSL

Washington State Department of Ecology (DEC) records of sites that have been assessed and ranked using the Washington Ranking Method (WARM score) - a number between 1 and 5, where a score of 1 represents the highest level of risk and 5 the lowest. Some factors that enter into site hazard ranking include: the amount and type of contaminants present; how easily contaminants could come into contact with people and the environment; and the level of public concern. This database is state equivalent NPL.

Government Publication Date: Jul 24, 2019

Confirmed and Suspected Contaminated Sites List:

CSCSL

Confirmed & Suspected Contaminated Sites List made available by the Washington State Department of Ecology (DEC). This database is state equivalent CERCLIS.

Government Publication Date: Jul 24, 2019

Delisted Confirmed and Suspected Contaminated Sites:

DELISTED SHWS

This database contains a list of Confirmed & Suspected Contaminated Sites that were removed from the Washington State Department of Ecology (DEC).

Government Publication Date: Jul 24, 2019

No Further Action Sites List:

CSCSL NFA

A list of sites previously on the Washington State Department of Ecology (DEC) Confirmed and Suspected Contaminated Sites List (CSCSL) that have received a No Further Action (NFA) determination.

Government Publication Date: Jul 24, 2019

Solid Waste Facility Database:

SWF/LF

List of permitted solid waste and landfill facilities made available by the Washington Department of Ecology (DEC).

Government Publication Date: Sep 5, 2019

Leaking Underground Storage Tank (LUST) List:

LUST

Leaking Underground Storage Tank (LUST) list made available by the Washington Department of Ecology (DEC) contains information about underground storage tank facilities that require cleanup and their cleanup history.

Government Publication Date: Jul 24, 2019

Petroleum Technical Assistance Program:

LUST PTAP

Under the State of Washington's cleanup law, qualifying petroleum contaminated sites can apply for the Pollution Liability Insurance Agency's (PLIA) Petroleum Technical Assistance Program (PTAP). Sites under the PTAP may be provided with informal advice and technical assistance on the requirements of the Model Toxics Control Act (MTCA), which is the state's cleanup law. PLIA also provides written opinions on independent remedial actions on qualifying petroleum cleanup sites: No Further Action (NFA), Further Action (FA), and Partial Sufficiency (PS).

Government Publication Date: Oct 1, 2019

UST Loan and Grant Program:

UST LOAN

List of sites that have applied to the Pollution Liability Insurance Agency's (PLIA) UST Loan and Grant Program. PLIA partners with the Washington State Department of Health (DOH) to provide loans or grants to owners or operators of underground storage tank (UST) facilities, who wish to: upgrade/replace infrastructure, clean up contamination, or close a UST. Within the program, PLIA provides oversight and technical assistance, while the DOH operates the lending/repayment process.

Government Publication Date: Oct 1, 2019

Heating Oil Technical Assistance Program:

LST HOT

Within the Pollution Liability Insurance Agency's (PLIA) various programs, the Heating Oil Technical Assistance Program (HOTAP) provides assistance to owners and operators of active and abandoned heating oil tanks if there is a suspected release or contamination. PLIA provides services including: written opinions, observations of testing, site assessments, and reviews of the results of reports and other appropriate activities. Information in some records has been redacted by the Pollution Liability Insurance Agency under Washington State Legislature RCW 70.149.080.

Government Publication Date: Oct 1, 2019

Underground Storage Tanks:

UST

List of Underground Storage Tanks (USTs) made available by Washington Department of Ecology (DEC). The DEC regulates tanks at facilities including gas stations, industries, commercial properties and governmental entities. The DEC works to ensure these tanks are installed, managed, and monitored in a manner that prevents releases into the environment.

Government Publication Date: Jul 24, 2019

Delisted Leaking Storage Tanks:

DELISTED LST

List of leaking storage tanks made available by the Washington Department of Ecology (DEC). A record would be removed if it violated the Facility Oil Handling Standards. This list contains all the records that been removed from the storage tank list.

Government Publication Date: Oct 1, 2019

Aboveground Storage Tanks:

AST

List of aboveground storage tanks (ASTs) made available by the Washington Department of Ecology (DEC). This list includes many of the largest petroleum containing ASTs in Washington state, but there are many ASTs in many different types of services (including, for example, hydrocarbon storage), that are not subject to regulation and are not registered by the DEC. There is no inclusive AST regulation in Washington state, and the Department of Ecology ceased maintenance of this list in December 2015.

Government Publication Date: Dec 14, 2015

Spills Program Regulated Facilities:

AST SPL PREV

List of Class 1, 2, 3, and 4 regulated facilities. The Washington Department of Ecology regulates the equipment and oil transfer, storage, and handling at facilities to ensure environmental and public health. Depending on their classification (Class 1 Large facilities such as refineries, refueling terminals, and pipelines; Class 2 and Class 3 facilities that transfer oil; and Class 4 Marinas and other facilities that transfer oil to non-recreation vessels with a fuel capacity of less than 10,500 gallons), these facilities are required to have some type of spill prevention plan.

Government Publication Date: Sep 30, 2019

Delisted Storage Tanks:

DELISTED TNK

List of aboveground storage tanks made available by the Washington Department of Ecology (DEC). A record would be removed if it violated the Facility Oil Handling Standards. This list contains all the records that been removed from the storage tank list.

Government Publication Date: Sep 30, 2019

Environmental Covenants Institutional Controls:

INST

List of sites that have institutional controls or environmental covenants (64.70 RCW Uniform Environmental Covenants Act) made available by the State of Washington Department of Ecology. Institutional controls are administrative or legal measures used to prevent activities that may compromise the integrity of a cleanup action. They are meant to prevent exposure to contamination remaining on site. Institutional controls may include environmental covenants (also known as 'deed restrictions'), zoning restrictions, public health advisories, or other administrative tools. The most common institutional control is an environmental covenant. Environmental covenants are legal recorded documents that typically limit certain uses of the property.

Government Publication Date: Jul 24, 2019

Voluntary Cleanup Program:

VCP

List of sites under the Voluntary Cleanup Program (VCP) made available by the Washington Department of Ecology (DEC). The VCP is an option for cleaning up hazardous waste sites under the state's cleanup law.

Government Publication Date: Jul 24, 2019

Brownfields Program:

BROWNFIELDS

List of Brownfields sites made available by the Washington Department of Ecology (DEC). Brownfield sites are abandoned or underused properties where potential liability due to environmental contamination and cleanup costs complicate re-development efforts.

Government Publication Date: Jul 24, 2019

Tribal**Leaking Underground Storage Tanks (LUSTs) on Indian Lands:**

INDIAN LUST

LUSTs on Tribal/Indian Lands in Region 10, which includes Washington.

Government Publication Date: Oct 24, 2017

Underground Storage Tanks (USTs) on Indian Lands:

INDIAN UST

USTs on Tribal/Indian Lands in Region 10, which includes Washington.

Government Publication Date: Oct 24, 2017

Delisted Tribal Leaking Storage Tanks:

DELISTED ILST

Leaking Underground Storage Tank facilities which have been removed from the Regional Tribal LUST lists made available by the EPA.

Government Publication Date: Oct 14, 2017

Delisted Tribal Underground Storage Tanks:

DELISTED IUST

Underground Storage Tank facilities which have been removed from the Regional Tribal UST lists made available by the EPA.

Government Publication Date: Oct 14, 2017

County**Abandoned Landfill Study in King County:**

KING HIST LF

List of sites investigated in the King County Abandoned Landfill Study, which was conducted October through December of 1984 by the Health Department's Environmental Health Division for the purpose of determining if any public health problems existed at predetermined sites.

Government Publication Date: April 30, 1985

Abandoned Landfill Study in the City of Seattle:

SEA HIST LF

List of sites investigated in the Seattle Abandoned Landfill Study, which was conducted in June and July of 1984 by the Health Department's Environmental Health Division for the purpose of making preliminary assessments of public health hazards.

Government Publication Date: Jul 30, 1984

Seattle-King County Abandoned Landfill Toxicity / Hazard Assessment Project:

KING SKLF

The King County Abandoned Landfill Survey was conducted from October through December 1984 by the Health Department's Environmental Health Division at the request of the King County Council for the purpose of making preliminary assessments of public health hazards.

Government Publication Date: Apr 30, 1985

Additional Environmental Record Sources**Federal****PFOA/PFOS Contaminated Sites:**

PFAS NPL

List of sites where PFOA or PFOS contaminants have been found in drinking water or soil. Made available by the Federal Environmental Protection Agency (EPA).

Government Publication Date: Nov 15, 2018

Facility Registry Service/Facility Index:

FINDS/FRS

The US Environmental Protection Agency (EPA)'s Facility Registry System (FRS) is a centrally managed database that identifies facilities, sites or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, data collected from EPA's Central Data Exchange registrations and data management personnel.

Government Publication Date: Apr 23, 2019

Toxics Release Inventory (TRI) Program:

TRIS

The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment.

Government Publication Date: Dec 31, 2017

Perfluorinated Alkyl Substances (PFAS) Releases:

PFAS TRI

List of Toxics Release Inventory (TRI) facilities at which the reported chemical is a Per- or polyfluorinated alkyl substance (PFAS) included in the Environmental Protection Agency (EPA)'s consolidated PFAS Master List of PFAS Substances. The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment.

Government Publication Date: Dec 31, 2017

Hazardous Materials Information Reporting System:

HMIRS

US DOT - Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Incidents Reports Database taken from Hazmat Intelligence Portal, U.S. Department of Transportation.

Government Publication Date: Jan 8, 2019

National Clandestine Drug Labs:

NCDL

The U.S. Department of Justice ("the Department") provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy.

Government Publication Date: Sep 26, 2019

Toxic Substances Control Act:

TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI).

Government Publication Date: Jun 30, 2017

Hist TSCA:

HIST TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

Government Publication Date: Dec 31, 2006

FTTS Administrative Case Listing:

FTTS ADMIN

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

FTTS Inspection Case Listing:

FTTS INSP

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

Potentially Responsible Parties List:

PRP

Early in the cleanup process, the Environmental Protection Agency (EPA) conducts a search to find the potentially responsible parties (PRPs). EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site.

Government Publication Date: Aug 20, 2019

State Coalition for Remediation of Drycleaners Listing:

SCRD DRYCLEANER

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Government Publication Date: Nov 08, 2017

Integrated Compliance Information System (ICIS):

ICIS

The Integrated Compliance Information System (ICIS) is a system that provides information for the Federal Enforcement and Compliance (FE&C) and the National Pollutant Discharge Elimination System (NPDES) programs. The FE&C component supports the Environmental Protection Agency's (EPA) Civil Enforcement and Compliance program activities. These activities include Compliance Assistance, Compliance Monitoring and Enforcement. The NPDES program supports tracking of NPDES permits, limits, discharge monitoring data and other program reports.

Government Publication Date: Nov 18, 2016

Drycleaner Facilities:

FED DRYCLEANERS

A list of drycleaner facilities from the Integrated Compliance Information System (ICIS). The Environmental Protection Agency (EPA) tracks facilities that possess NAIC and SIC codes that classify businesses as drycleaner establishments.

Government Publication Date: May 29, 2018

Delisted Drycleaner Facilities:

DELISTED FED DRY

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment).

Government Publication Date: May 29, 2018

Formerly Used Defense Sites:

FUDS

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DoD) is responsible for an environmental restoration. This list is published by the U.S. Army Corps of Engineers.

Government Publication Date: Oct 23, 2018

Material Licensing Tracking System (MLTS):

MLTS

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016.

Government Publication Date: Nov 1, 2018

Historic Material Licensing Tracking System (MLTS) sites:

HIST MLTS

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State.

Government Publication Date: Jan 31, 2010

Mines Master Index File:

MINES

The Master Index File (MIF) contains mine identification numbers issued by the Department of Labor Mine Safety and Health Administration (MSHA) for mines active or opened since 1971. Note that addresses may or may not correspond with the physical location of the mine itself.

Government Publication Date: May 3, 2019

Alternative Fueling Stations:

ALT FUELS

List of alternative fueling stations made available by the US Department of Energy's Office of Energy Efficiency & Renewable Energy. Includes Biodiesel stations, Ethanol (E85) stations, Liquefied Petroleum Gas (Propane) stations, Ethanol (E85) stations, Natural Gas stations, Hydrogen stations, and Electric Vehicle Supply Equipment (EVSE). The National Renewable Energy Laboratory (NREL) obtains information about new stations from trade media, Clean Cities coordinators, a Submit New Station form on the Station Locator website, and through collaborating with infrastructure equipment and fuel providers, original equipment manufacturers (OEMs), and industry groups.

Government Publication Date: Oct 1, 2019

Registered Pesticide Establishments:

SSTS

List of active EPA-registered foreign and domestic pesticide-producing and device-producing establishments based on data from the Section Seven Tracking System (SSTS). The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 7 requires that facilities producing pesticides, active ingredients, or devices be registered. The list of establishments is made available by the EPA.

Government Publication Date: May 31, 2019

Polychlorinated Biphenyl (PCB) Notifiers:

PCB

Facilities included in the national list of facilities that have notified the United States Environmental Protection Agency (EPA) of Polychlorinated Biphenyl (PCB) activities. Any company or person storing, transporting or disposing of PCBs or conducting PCB research and development must notify the EPA and receive an identification number.

Government Publication Date: Mar 20, 2019

State**Spills Incidents Sites:**

SPILLS

List of spills and/or releases reported to the Washington Department of Ecology (DEC).

Government Publication Date: Jan 28, 2019

Reported Spills to Water:

SPILLS WATER

A list of reported spills to water of one gallon or more made available by the Washington Department of Ecology.

Government Publication Date: Sep 30, 2019

Facility/Site Identification System:

ALL SITES

The Facility/Site Identification System made available by the Department of Ecology (DEC) provides a central repository of key information for each facility/site of interest to DEC. The DEC has defined a facility/site as an operation at a fixed location that is of interest to the agency because it has an active or potential impact upon the environment.

Government Publication Date: Sep 10, 2019

Independent Cleanup Reports:

ICR

List of facilities in remedial action reports received by the Washington Department of Ecology (DEC) from either the owner or operator of the site. These actions have been conducted without department oversight or approval and are not under an order or decree. Independent Cleanup is historical terminology for Voluntary Cleanup; this data is no longer updated, current records can be found in Voluntary Cleanup.

Government Publication Date: Nov 6, 2015

Registered Drycleaners List:

DRYCLEANERS

A listing of registered drycleaner facilities maintained by the Department of Ecology.

Government Publication Date: Sep 19, 2019

Delisted Drycleaners:

DELISTED DRYCLEANERS

Sites which once appeared on the list of registered drycleaner facilities made available by the Department of Ecology.

Government Publication Date: Sep 19, 2019

Tier 2 Report:

TIER 2

List of facilities that report storage of hazardous chemicals or materials to the Department of Ecology's Hazardous Waste and Toxics Reduction Program under the Emergency Planning and Community Right to Know Act (EPCRA).

Government Publication Date: Jul 10, 2019

Clandestine Drug Lab Sites:

[CDL](#)

A list of Clandestine Drug Lab sites made available by the Washington Department of Health.

Government Publication Date: Sep 18, 2019

Clandestine Drug Lab Sites - Historical Listing:

[HIST CDL](#)

List of Clandestine Drug Lab sites reported to the Department of Health from local health departments. This list contains sites that are not in the current list.

Government Publication Date: until 2007

Tribal

No Tribal additional environmental record sources available for this State.

County

No County additional environmental record sources available for this State.

Definitions

Database Descriptions: This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

Detail Report: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

Distance: The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

Elevation: The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

Executive Summary: This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

Map Key: The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

Unplottables: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.