



**KEY PENINSULA METROPOLITAN PARK DISTRICT  
D.b.a. KEY PEN PARKS**

**Board Meeting**

*(Meetings may be videotaped or recorded)*

**SPECIAL MEETING AGENDA**

**September 29, 2020**

**7:00 PM – Special Meeting**

Public Notice: Pursuant to Governor Inslee's' Stay Home, Stay Healthy Proclamation 20-25 and the extension of Proclamation 20-28 regarding Open Public Meetings this Board of Commissioners meeting will be conducted remotely. We encourage the public to participate in the meeting via the Zoom platform:

<https://zoom.us/j/99323262238?pwd=Q080UDJueUcwb3lCaWpWQnRIS3l2UT09>

Meeting ID: 993 2326 2238

Passcode: 869543

Dial in: 253-215-8782 or 669-900-6833

**Members of the Board of Commissioners**

Ed Robison, President

Shawn Jensen, Vice President

Kip Clinton, Clerk

Mark Michel, Member-at-Large

Linda Parry, Member-at-Large

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**Special Meeting – 7:00 PM**

**1) Call to Order**

**2) Roll Call**

Present	Excused	Comment
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Ed Robison		
Shawn Jensen		
Mark Michel		
Kip Clinton		
Linda Parry		

**3) Pledge of Allegiance**

**4) Approval of Agenda**

**5) Public Comments:** *Limited to 3 minutes per issue per person. Speaker will state name and their address. If providing handouts, please email a copy to [answers@keypenparks.com](mailto:answers@keypenparks.com) prior to 3:00 PM on day of Board Meeting.*

*PUBLIC PARTICIPATION IN BOARD MEETINGS – As a Special Meeting Public comment is only permitted on the listed agenda items. To ensure equal opportunity for the public to comment, the President may impose a time limit on each speaker. Questions must be directed to the President.*

*Under no circumstance shall any person be allowed to address the board on matters in which the District or a District official is a litigant. Speakers are requested to address the board with decorum.*

**6) New Business**

- a) Review and approval of Purchase and Sale Agreement and Short Term Lease Agreement between Key Pen Parks and Michael J. Walsh for 10615 Wright Bliss Road NW

**7) Next Regular Meeting October 12, 2020**

**8) Adjournment**



Special Meeting: September 29, 2020

Item # 6

To: Board of Commissioners

From: Tracey Perkosky, Executive Director

Date: September 29, 2020

Subject: Review and Approval of Purchase and Sale Agreement and Short-Term Lease between Key Pen Parks and Michael J. Walsh for 10615 Wright Bliss Road NW

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### **Background**

During the August 10, 2020 Regular Board Meeting staff sought direction from the Board on the property located at 10615 Wright Bliss Road NW, previously known as the “Lavender Farm” which had been recently put up for sale for \$675,000. It is comprised of two parcels and features 3 dwellings plus 17 acres of land, including 7 acres of timber/brush. More importantly, it is adjacent to Key Central Forest and offer opportunities for park expansion and connections. The location meets a portion of the gap analysis completed in the Comprehensive Plan to acquire easements or land to improve access to existing parkland. This is important as public access to Key Central Forest is through a 50-year lease between Key Pen Parks and Washington State Department of Natural Resources (DNR).

This valuable land is a rare opportunity to permanently secure 17 acres and to avoid potential development adjacent to Key Central Forest and the loss of approximately 7 acres of timber trees. Currently, the District owns just under 5 acres as the access point to Key Central Forest, but this is bisected by an easement (logging road) owned by DNR which limits trailhead amenities and parking. Even with a potential new construction, the space is limited to approximately 25 parking spaces. This also greatly limits access for larger vehicles such as horse trailers.

Prior to the Board Meeting, staff learned that 10615 Wright Bliss Road NW had gone under contract to a private buyer. The Board directed the Executive Director to monitor the property and express the Park District’s interest should the sale not be completed.

Late on September 15, 2020, staff was informed by the seller’s agent that the property sale faced difficulties and the property was likely to fall out of contract just days before the planned closing. The Executive Director began discussions on the property with the seller’s agent, per the Board’s August 10<sup>th</sup> direction. The Director further consulted Board President Robison regarding potential terms of the sale. Typically, land negotiation with a public agency is completed over several months. However, the seller sought a quick decision by the District before opening the property sale to the public. Therefore, in this case, the terms were discussed and tentatively agreed upon. The Executive Director sought the direction of the Board President and the District’s retained legal counsel, Madrona Law Group.

Government land purchases typically take 3 to 4 months to complete due to appraisal requirements. Properties must be appraised for close to the purchase price to avoid misuse of taxpayer dollars. As a parks agency, this lengthy process is also extended for requirements surrounding grants which, using the



required waivers, Key Pen Parks can apply for in the next Notice of Funding Availability (NOFA) or funding round. The Washington Recreation and Conservation Office (RCO) requires a more extensive appraisal than a standard bank appraisal for a mortgage and an appraisal review.

Since the property is vacant and Key Pen Parks sees public value in the land while real estate transaction is underway, the District is proposing to lease the property for \$3000 per month, prorated as necessary, until the property closes or, should an unforeseen event occur, the transaction is ceased. This land will be used for storage, public walking, and it will provide access for the appraisers and any other studies to be completed as part of the sale. Key Pen Parks will directly pay for any utilities, while Mr. Walsh remains responsible for any taxes.

The property, comprised of two parcels, will close on or before January 27, 2021. The District is accepting the property "as is" and is aware that one dwelling is located on the center parcel line between the adjacent parcels. The purchase price is \$650,000 in cash, but with buyer and seller approval it could be lowered to meet the outcome of the appraisal and review appraisal. If revised financial terms cannot be reached, then either party may terminate the Purchase and Sale Agreement (PSA) and lease agreement.

The funds for this purchase, including purchase price, appraisals, rental fees, and similar expenses is anticipated to be \$725,000. A budget adjustment will be submitted before the end of the calendar year as these costs will come from Fund Balance which is currently \$2.5 million. Additional maintenance costs will be added to the 2021 Proposed Budget. Staff will apply for grants for this purchase such as through RCO or Pierce County's Conservation Futures program, but awards are not guaranteed, and the District could be responsible for all the costs from this acquisition. If not grants or other funding are awarded, then the 2020 Fund Balance will be \$1.86 million.

The attached PSA and lease agreement have been drafted, reviewed and final approval by Key Pen Parks legal counsel. It has also been edited and reviewed by Mr. Walsh through his agent, Brandon Adams.

**Recommended Action:** Approve the Purchase and Sale Agreement and Short-Term Lease between Key Pen Parks and Michael J. Walsh for 10615 Wright Bliss Road NW and authorize the Executive Director to executive related documents on the District's behalf.

**Attachment:** Purchase and Sale Agreement with Lease Agreement included as Exhibit "B"

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into by and between **Michael Jay Walsh** as Seller, and **the Key Peninsula Metropolitan Park District, a Washington State municipal corporation dba Key Pen Parks**, as Buyer.

### AGREEMENT

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

1. The Property. Seller agrees to sell and Buyer agrees to purchase from Seller the real property legally described on **Exhibit A** (the "Property") attached and incorporated herein, located at 10615 Wright Bliss Road NW, Gig Harbor, Washington, Pierce County Tax Parcel Nos. 0022351003 and 0022351007. The Property is owned by Seller, a married man as his sole and separate property.

2. Purchase Price and Payment. The purchase price is tentatively agreed to be Six Hundred Fifty Thousand and NO/100ths Dollars (\$650,000.00) (the "Purchase Price"). Buyer shall obtain an appraisal of the Property at Buyer's cost. If the appraisal shows that the Property is worth less than \$650,000, then the Seller may agree lower price to meet appraisal through execution of an addendum to this Agreement, or may terminate this Agreement.

Buyer shall lease the Property from Seller during the pendency of this transaction for Three Thousand and NO/100ths Dollars (\$3,000) per month, nonrefundable, as set forth in the lease agreement attached hereto as **Exhibit B** (the "Lease Agreement").

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

(a) Period of Examination. There shall be no period of physical examination of the Property, as Buyer agrees to purchase the property "as is." However, within ten (10) days of Mutual Acceptance Seller will make available to Buyer true and correct copies of all documents, instruments, and materials relating to the Property including, but not limited to, any existing surveys, soils reports, contracts, documents, instruments or papers of significance to the Property for Buyer's information purposes.

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

(c) Board of Commissioners. This Agreement is contingent on approval by the Key Pen Parks Board of Commissioners.

(d) Disclosure Form. This Agreement is contingent on review and approval by Buyer of the disclosure form completed by Seller pursuant to Chapter 64.06. Revised Code of Washington ("RCW"), the form of which is attached as **Exhibit C**. Seller shall have seven (7) days from Mutual Acceptance to complete the

disclosure form and deliver it to Buyer. Buyer shall have seven (7) days from receipt to give Seller written notice of Buyer's satisfaction with the disclosure form or decision to terminate this Agreement based on the disclosure form, in which case, this Agreement shall immediately become null and void, and Buyer may immediately terminate the Lease Agreement in accordance with the terms thereof.

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

#### 4. Title.

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

(b) Title Exceptions. Buyer shall have fourteen (14) calendar days from receipt of the Report and any Survey within which to give written notice to Seller of Buyer's disapproval of any Special Exceptions (the "Objection Notice") For purposes of this Agreement, "Special Exceptions" means the special exceptions to title set forth in the Report or the Survey, which relate to restrictions, conditions, defects or other matters, which would interfere with Buyer's intended use of the Property. The written notice shall state with specificity those Special Exceptions to which objection is being made. Buyer's failure to specifically enumerate such Special Exceptions within such written notice or Buyer's failure to timely provide such written notice shall be conclusively deemed Buyer's waiver and/or approval of all Special Exceptions. Buyer hereby approves those standard exceptions commonly and ordinarily found in commitments or title binders for standard coverage fee owner policies.

(c) Seller's Cure of Objections. Seller shall have fourteen (14) calendar days from delivery of the Objection Notice to cure such objections to Special Exceptions, or to commence action to cure such objections that require more than fourteen (14) calendar days, or have the Special Exceptions waived or removed by the Title Company issuing the commitment. If, within such period, Seller fails to cure, commence cure and diligently pursue it thereafter, and/or have waived such objections to Special Exceptions, or within such period Seller delivers written notice to Buyer that it will not so cure, then, within ten (10) calendar days from the delivery of such notice or the end of the period for cure, whichever is first, Buyer shall have the option to:

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

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

(iii) Terminate this Agreement, in which case Buyer may immediately terminate the Lease Agreement in accordance with the terms thereof. Buyer's failure to respond to Seller in writing shall be conclusively deemed an election of its right to terminate this Agreement pursuant to this subsection.

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

## 5. Closing.

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

(b) Closing Date. Unless an earlier date is agreed to in writing by the parties, the "Closing Date" shall be January 27, 2021.

(c) Deposit of Closing Documents.

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

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

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

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

(A) The Purchase Price.

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

(d) Closing Costs and Prorations. The Seller agrees to pay the Listing Firm, Action Real Estate, a commission of 1.5% of the Purchase Price. The Listing Broker is Brandon Adams and is hired to solely represent the Seller in this transaction. The Parties represent that no other broker has been hired to negotiate or facilitate this transaction. At Closing, Seller shall pay the Real Estate Excise Tax and a standard owners policy of title insurance benefitting Buyer. At Buyer's discretion, Buyer shall purchase extended coverage for the owner's title insurance policy and a lender's title insurance policy. Buyer and Seller shall each pay half of all other closing expenses including Escrow fees and charges and the cost of recording the Deed. All real property taxes and utilities shall be prorated between Seller and Buyer as of Closing and shall be paid as part of Closing. There is no buyer's real estate agent or commission.

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

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

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

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

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

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

6. Lease Agreement: The Lease Agreement attached and incorporated as **Exhibit B**, shall terminate immediately effective the date of Closing.

7. Possession. Buyer is entitled to possession of the Property on execution of the Lease Agreement attached hereto as **Exhibit B**.

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

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



(b) Seller is not in default and will not during the term of this Agreement default or permit a default to exist on any of its obligations under any real estate contract, lease, mortgage, or deed of trust affecting any portion of the Property;

(c) Seller is and shall be entitled to terminate on or before the date of Closing and without breach of any agreement the rights of all parties who are not a party to this Agreement and who are entitled to possession of any part of the Property;

(d) Seller has good and marketable title to all of the Property;

(e) There are no material defects in the Property;

(f) All persons and corporations supplying labor, materials, and equipment to Seller for the Property have been paid and there are no claims of liens;

(g) Other than those shown in the Preliminary Title Report, there are no current assessments for public improvements against the Property or any local improvement district or other taxing authority having jurisdiction over the Property in the process of formation; and

(h) There are no claims, defects, or boundary disputes affecting the Property; and no person claims any right to possession to the Property or any portion thereof adverse to Seller.

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

#### 9. Hazardous Material Provisions.

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

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

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

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

11. Default.

(a) Seller's Default. In the event Seller defaults in fulfilling its obligations under this Agreement, Buyer shall be entitled to immediately terminate the Lease Agreement and to cease making Rental Payments to Seller as provided therein.

(b) Buyer's Default. In the event Buyer fails, without legal excuse, to complete the purchase, or otherwise defaults under the terms of this Agreement, Seller shall retain all Rental Payments previously received from Buyer.

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

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

(a) Seller's Address:

Michael Jay Walsh  
PO Box 509  
Gig Harbor, WA 98335  
253-303-9616  
mikenvaleriewalsh@yahoo.com

(b) Buyer's Address:

Key Pen Parks  
Tracey Perkosky, Executive Director  
PO Box 70  
Lakebay, WA 98349  
tracey@keypenparks.com

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

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

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

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

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

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

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

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

21. Assignment. This agreement is not assignable by Buyer, unless approved in writing by Seller, at Seller's sole discretion.

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

Dated: \_\_\_\_\_

SELLER:

By: \_\_\_\_\_

Printed Name: Michael Jay Walsh

Dated: \_\_\_\_\_

BUYER:

Key Pen Parks

\_\_\_\_\_  
Tracey Perkosky  
Executive Director, Key Pen Parks

APPROVED AS TO FORM:

\_\_\_\_\_  
Rachel B. Turpin  
Attorney for Key Pen Parks

# EXHIBIT A TO PURCHASE AND SALE AGREEMENT

## Legal Description of Property

**For APN/ParcelID(s): 002235-1003 and 002235-1007**

PARCEL A:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 1 WEST OF THE W.M., RECORDS OF PIERCE COUNTY, WASHINGTON;

EXCEPT WRIGHT-BLISS COUNTY ROAD.

PARCEL B:

PARCEL B OF PIERCE COUNTY BOUNDARY LINE RESOLUTION, RECORDED APRIL 1, 2019, UNDER AUDITOR'S FILE NO. 201904015002, RECORDS OF PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Tax Parcel Nos: 0022351003 and 0022351007

Also known as:

10615 Wright Bliss Road NW  
Gig Harbor, Washington

## EXHIBIT B TO PURCHASE AND SALE AGREEMENT

### LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into by and between Michael Jay Walsh ("Lessor" or "Walsh"), and the Key Peninsula Metropolitan Park District, a municipal corporation and political subdivision of the State of Washington dba Key Pen Parks ("Lessee" or "KPP"). Lessor and Lessee may be hereafter referred to individually as a "Party" and collectively as the "Parties."

#### Recitals

- A. WHEREAS, Lessor and Lessee are parties to a Purchase and Sale Agreement dated effective \_\_\_\_\_ ("PSA"); and
- B. WHEREAS, the PSA addresses the agreement of the Parties regarding acquisition of certain real property located at 10615 Wright Bliss Road NW, in Gig Harbor, Pierce County, Washington, legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and
- C. WHEREAS, the Lessee desires to possess and use the Property for storage and public park purposes as soon as is possible; and
- D. WHEREAS, the Parties agreed in the PSA that during the pendency of the sales transaction contemplated therein, Lessor will lease the Property to the Lessee on the terms contained herein so that Lessee has possession and use of the Property until closing under the PSA; and

#### Agreement

1. Lease of Property. Lessor agrees to lease the Property to Lessee and Lessee agrees to lease the Property from Lessor, on the terms and conditions set forth in this Lease.
2. Use of Property. Lessee will occupy and use the Property in the same manner in which Lessee occupies and uses similar properties owned by Lessee for public park purposes. Lessee shall not occupy or use the Property in violation of any law, ordinance or regulation. Lessee's permitted use of the Property shall include the right to remove or disturb soil as needed by Lessee in Lessee's sole discretion.
3. Term. The lease term shall commence upon execution of this Lease and shall expire on the date that is the earlier of: (i) sale of the Property to Lessee; or (ii) termination of the PSA.
4. Rental Payments. As consideration for Lessee's possession and use of the property during pendency of the sale contemplated under the PSA, Lessee shall pay to Lessor rent in the amount of \$3,000 per month (the "Rental Payments"). Each Rental Payment shall be due on the first of each month.
5. Management by Lessee. Lessee shall possess, maintain, and manage the Property.
6. Taxes and Utilities. Lessor shall pay all proper real estate taxes and assessments while the Property is owned by Lessor. Lessee shall be responsible for payment of all utilities during the term of this Lease.
7. Notification of Damage, Loss, and Claims. Lessee shall notify Lessor immediately in writing of any damage or loss suffered by the Property, of any accidents involving the Property, and of any claims, suits, or other legal proceedings relating in any manner to the Property, and shall promptly advise Lessor in writing of further developments relating to any such events and provide Lessor with copies of all documents relating to such events.

8. Insurance. During the term of this Lease, Lessee shall be responsible for being appropriately insured. Lessor and Lessee agree to assist each other in preserving the defense of limited liability under RCW 4.24.210 available to land owners and managers who allow the public to use their land for outdoor recreation without fee.
9. Ability to Transfer or Encumber. Lessee shall not grant, create or voluntarily allow the creation of, or amendment, extension, modification or change of, any leases, easements, licenses or other rights to use any part of the Property to any other person or entity, and will not allow any lien to attach to the Property nor encumber the Property in any way without the prior written consent of Lessor (which Lessor may withhold in its sole and absolute discretion), except that Lessee may sublease a portion of the Property for residential purposes with prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall receive all lease income from the Property during the Lease Term. In no event will the Lessee transfer an interest in the Property for a term greater than for the Lease Term.
10. Access by Lessor. Lessor reserves the right to access the Property with the prior consent of Lessee. Lessor may access the Property by foot, or by vehicle on existing roads and driveways.
11. Surrender of Property Upon Expiration of Lease. Within thirty (30) days of expiration of this Lease, Lessee shall remove all of Lessee's personal property from the Property and surrender possession of the Property to Lessor as-is.
12. Notice. All notices sent to Lessor or Lessee will be in writing and will be delivered either personally or by depositing the notice in the United States mail, certified mail with return receipt requested, postage prepaid, sent by email so long as receipt is confirmed, and addressed to such person, or his or her successor, at the address set forth below. The Parties may hereafter designate in writing a different address or person to whom such notices must be given.

If to Lessor:

Michael Walsh  
PO Box 509  
Gig Harbor, WA 98335  
(253) 303-9616

If to Lessee:

Key Pen Parks  
Attn: Tracey Perkosky, Executive Director  
PO Box 70  
Lakebay, WA 98349  
Phone: (253) 514-0876  
Email: tracey@keypenparks.com

With a copy to:

Rachel B. Turpin  
Attorney for Ken Pen Parks  
14205 SE 36<sup>th</sup> Street  
Bellevue, WA 98006  
Phone: (425) 201-5111 Ext. 5  
Email: Rachel@MadronaLaw.com

13. Hazardous Substances. Lessee warrants that it shall not produce, dispose of, or store any hazardous substance, toxic waste, or other toxic substance on the Property which would subject Lessor to any damages, penalty, or liability under applicable local, state, or federal law.
14. Mutual Indemnity. Lessee indemnifies and holds harmless Lessor, and Lessor indemnifies and holds harmless Lessee, from any claim, liability, loss, damage or expense caused by the act or omission of the indemnifying Party or its agents, contractors or invitees on or with respect to the Property, all to the extent same cannot reasonably be recovered under the insurance required to be carried hereunder, or that is actually carried, by the indemnified Party. This provision shall survive the termination of this Lease Agreement.
15. No Joint Venture. Nothing contained in this Lease Agreement shall be deemed to create any partnership, joint venture or other arrangement between Lessor and Lessee. The Parties intend that the rights and obligations in this Lease Agreement shall be exclusively enforceable by the Parties hereto, and their personal representatives, heirs, successors in interest and assigns, and that no other person or entity shall have any right or cause of action hereunder.
16. Termination. This Lease Agreement shall terminate at the end of the Lease Term, except for those provisions herein that specifically survive termination of the Lease Agreement.
17. Successors Bound by Lease. This Lease is binding upon and shall inure to the benefit of the Parties and their representatives, successors and assigns.
18. Entire Lease. Except as referenced in the PSA, this instrument constitutes the entire Lease between the Parties. No Party shall be bound by any statements, promises, understandings, conditions, warranties, or representations, oral or written, not contained in this Lease. Each Party acknowledges that the execution of this Lease was not induced or motivated by any promise or representation made by any other party, other than the promises and representations expressly set forth in this Lease. All previous statements, negotiations, preliminary instruments and agreements made by the Parties or their representatives are superseded by and merged into this Lease, except as expressly provided in this Lease.
19. Modification of Lease. No modification of this Lease shall be valid or binding unless the modification is in writing, signed by both Parties to this Lease.
20. Waiver. No waiver of any provision of this Lease shall be valid or binding unless the waiver is in writing, signed by the Party waiving the provision. The failure of any Party to this Lease to exercise any right or remedy provided for in this Lease or to insist upon the strict performance of any provision of this Lease shall not be a waiver of that Party's right to exercise that right or remedy or insist upon the strict performance of that provision in the future.
21. Severability of Invalid Provisions. If any provision of this Lease is declared or becomes invalid, unenforceable or contrary to law, the Parties agree that the provision shall be severed from the remaining provisions of this Lease and shall not affect the validity or enforceability of the other provisions of this Lease, if such remaining provisions conform to the terms and requirements of applicable law and to the intent of this agreement.
22. Counterparts. This Lease may be executed in counterparts and signatures delivered by facsimile or other electronic means. Such execution will, whether by original signatures or electronic transmission thereof, bind the Parties, notwithstanding that all Parties may not have signed the same copy of this agreement.
23. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.



IN WITNESS WHEREOF, the Parties have executed this Lease effective as of the date of the last signature below.

**LESSOR:**

**Walsh**

By: \_\_\_\_\_

Michael Jay Walsh

Date: \_\_\_\_\_

**LESSEE:**

**Key Pen Parks**

By: \_\_\_\_\_

Tracey Perkosky, Executive Director

Date: \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared Michael Jay Walsh and executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared Tracey Perkosky to me known to be the Executive Director of Key Peninsula Metropolitan Park District, the individual who executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

DATED, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Exhibit A to Lease Agreement**

Legal Description

**For APN/ParcelID(s): 002235-1003 and 002235-1007**

PARCEL A:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF NORTHEAST  
QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 1 WEST OF THE W.M., RECORDS  
OF  
PIERCE COUNTY, WASHINGTON;

EXCEPT WRIGHT-BLISS COUNTY ROAD.

PARCEL B:

PARCEL B OF PIERCE COUNTY BOUNDARY LINE RESOLUTION, RECORDED APRIL 1, 2019,  
UNDER AUDITOR'S FILE NO. 201904015002, RECORDS OF PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Tax Parcel Nos: 0022351003 and 0022351007

Also known as:

10615 Wright Bliss Road NW

Gig Harbor, Washington

## EXHIBIT C TO PURCHASE AND SALE AGREEMENT

### **RCW 64.06.015** **SELLER'S UNIMPROVED RESIDENTIAL REAL PROPERTY** **DISCLOSURES**

#### INSTRUCTIONS TO THE SELLER

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

#### NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT **10615 WRIGHT BLISS ROAD NW, GIG HARBOR, WASHINGTON** ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

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

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

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE 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

- |                              |                             |                                     |  |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? If no, please explain.  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *B. Is title to the property subject to any of the following?<br>(1) First right of refusal<br>(2) Option<br>(3) Lease or rental agreement<br>(4) Life estate? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *C. Are there any encroachments, boundary agreements, or boundary disputes?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *D. Is there a private road or easement agreement for access to the property?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *F. Are there any written agreements for joint maintenance of an easement or right-of-way?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *G. Is there any study, survey project, or notice that would adversely affect the property?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *H. Are there any pending or existing assessments against the property?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *J. Is there a boundary survey for the property?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *K. Are there any covenants, conditions, or restrictions recorded against title to the property?   |

##### 2. WATER

###### A. Household Water

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Does the property have potable water supply?
			(2) If yes, the source of water for the property is:
			<input type="checkbox"/> Private or publicly owned water system
			<input type="checkbox"/> Private well serving only the property
			* <input type="checkbox"/> Other water system
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written agreements?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(4) Are there any problems or repairs needed?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(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?
			....
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(8) Are there any defects in the operation of the water system (e.g., pipes, tank, pump, etc.)?

B. Irrigation Water

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has all or any portion of the water right not been used for five or more successive years?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies irrigation water to the property:
			....

C. Outdoor Sprinkler System

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(2) If yes, are there any defects in the system?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) If yes, is the sprinkler system connected to

irrigation water?

**3. SEWER/SEPTIC SYSTEM**

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know  
☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know  
☐ Yes ☐ No ☐ Don't know  
☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

**4. ELECTRICAL/GAS**

☐ Yes ☐ No ☐ Don't know  
☐ Yes ☐ No ☐ Don't know  
☐ Yes ☐ No ☐ Don't know  
☐ Yes ☐ No ☐ Don't know  
☐ Yes ☐ No ☐ Don't know

**5. FLOODING**

☐ Yes ☐ No ☐ Don't know

**6. SOIL STABILITY**

☐ Yes ☐ No ☐ Don't know

**7. ENVIRONMENTAL**

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

A. The property is served by:

☐ Public sewer system

☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)

☐ Other disposal system, please describe:

....

B. 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?

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

\*(1) Was a permit issued for its construction?

\*(2) Was it approved by the local health department or district following its construction?

(3) Is the septic system a pressurized system?

(4) Is the septic system a gravity system?

\*(5) Have there been any changes or repairs to the on-site sewage system?

(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain:

....

\*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?

....

A. Is the property served by natural gas?

B. Is there a connection charge for gas?

C. Is the property served by electricity?

D. Is there a connection charge for electricity?

\*E. Are there any electrical problems on the property?

....

A. Is the property located in a government designated flood zone or floodplain?

\*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?

....

\*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,

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

☐ Yes ☐ No ☐ Don't know

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?

\*G. Is there any soil or groundwater contamination?

\*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?

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

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

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

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

☐ Yes ☐ No ☐ Don't know

A. Is there a homeowners' association? Name of association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:

....

☐ Yes ☐ No ☐ Don't know

B. Are there regular periodic assessments:

\$ . . . per ☐ Month ☐ Year

☐ Other . . . .

☐ Yes ☐ No ☐ Don't know

\*C. Are there any pending special assessments?

☐ Yes ☐ No ☐ Don't know

\*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

**9. OTHER FACTS**

☐ Yes ☐ No ☐ Don't know

\*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?

....

☐ Yes ☐ No ☐ Don't know

\*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?

☐ Yes ☐ No ☐ Don't know

\*C. Is the property classified or designated as forestland or open space?



☐ Yes                      ☐ No                      ☐ Don't know

☐ Yes                      ☐ No                      ☐ Don't know

☐ Yes                      ☐ No                      ☐ Don't know

....  
D. Do you have a forest management plan? If yes, attach.

\*E. Have any development-related permit applications been submitted to any government agencies?

....  
If the answer to E is "yes," what is the status or outcome of those applications?

....  
F. 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?

**10. FULL DISCLOSURE BY SELLERS**

☐ Yes                      ☐ No                      ☐ Don't know

A. Other conditions or defects:  
\*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:  
The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

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

SELLER:

By: \_\_\_\_\_

Printed Name: Michael Jay Walsh

**NOTICE TO BUYER**

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

**II. BUYER'S ACKNOWLEDGMENT**

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW [64.06.050\(2\)](#), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.

- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

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

BUYER:

Key Pen Parks

\_\_\_\_\_  
Tracey Perkosky  
Executive Director