

Superior Court of Washington, County of Thurston County

In re:

Petitioner/s *(person/s who started this case)*:

Trisha D. Trembulak

And Respondent/s *(other party/parties)*:

William R. McMullen Jr.

No. 22-3-00070-34

Declaration of
(name): William R. McMullen Jr.
(DCLR)

Declaration of *(name): William R. McMullen Jr.*

1. I am (age): 53 years old and I am the (check one): ☐ Petitioner ☐ Respondent
☐ Other (relationship to the people in this case): _____
2. I declare: That I William have made payments on the judgement owed. Those payments
have been provided to the court by the petitioner. The dates paid were 02/13/2023 and
01/03/2023. On top of those payments my wages were being garnished when employed by WA
state. I disagree that I have not made any attempts to refinance or sell the home. I have
documentation that will be submitted to the courts as proof that attempts have been made. You
will see exhibit #1 a letter from my realtor Anwar Thomas providing a statement of these
attempts. Next, I have exhibit # 2 dated 07/05/2023 of feedback from agents to resell the home.
Then, exhibit #3 dated 07/09/2023 is another list of feedback of the attempt to resell the home.
Also, exhibit #4 another document dated 03/13/2023 a residential sales and purchase
agreement from a potential sale that was not completed due to the individuals backing out.
Another exhibit #5 from the Lynch Law Office dated 08/29/2022, stating that the divorce decree
that was agreed to by both parties' states that "I would refinance the home at my earliest

opportunity". These attempts show that I have made multiple attempts to do just that and resell
the home as requested. Unfortunately, I cannot control the market and how quickly the house
can be sold. In the letter for exhibit #1 it shows that I also tried to refinance the home and was
not able to do so due to being upside down in the home. Per the court order it was ordered that I
refinance or resell the home at my earliest convenience, and I believe I have done so as no
specified deadline was given. I disagree with the petitioner's request to pay \$500 per month for
every month that the home has not been resold or refinanced as I am making attempts to
complete the requested order. Also, I do not think its appropriate for the petitioner to request jail
time due to these circumstances. As of now, I have a paint crew starting a makeover on the
interior as of 08/01/2023, which I cannot afford, but they will receive payment once the home
has sold per the contract upon hire. This is being done to hopefully help the resell process since
there has not been any prior success. I hope the courts take this into consideration to find that I
am not in contempt.

(Number any pages you attach to this Declaration. Page limits may apply.)

I declare under penalty of perjury under the laws of the state of Washington that the facts I have provided on this form (and any attachments) are true. ☐ I have attached (number): 30 pages.

Signed at (city and state): Puyallup, Washington Date: 07/26/2023.


Sign here

William R. McMullen Jr.
Print name

Warning! Documents filed with the court are available for anyone to see unless they are sealed. Financial, medical, and confidential reports, as described in General Rule 22, **must** be sealed so they can only be seen by the court, the other party, and the lawyers in your case. Seal those documents by filing them separately, using a Sealed cover sheet (form FL All Family 011, 012, or 013). You may ask for an order to seal other documents

July 19, 2023

To whom this may concern at

Thurston County Court

My name is Anwar Thomas I am an Agent with Best Choice Realty, I have been working in the Real Estate industry for 16 years. I have assisted in the sell of more than 500 homes, working with both Sellers and Buyers, commercial or residential. I helped Will McMullen and Trisha Trembulak purchase the property 448 Volesky Drive Rainier WA September of 2021.

By April 2022, Will had reached out and told me the situation between he and Trisha. He said that listing and selling the property would be his best option to pay Trisha back the funds he owed her, and move on to buy another home in the future. We then listed the property, almost immediately after we listed, the FED began the national rate hikes. This completely flipped the market, especially in smaller rural communities like Rainier, as there are fewer Buyers looking to purchase. The rate hikes caused a panic in the market, many people began to believe a crash was to come. Consequently, Will's home like many other Sellers who listed during this period, had their home sit on market for an extended amount of time, even before a contracted sell. The days on market went from 40 days to almost double in some areas.

At one point we canceled the listing and Will attempted to refinance the home in order to get cash to pay Trisha back. The VA Appraiser came back with an extremely low appraisal at 400k, I was very surprised at the appraisal results, I knew the market had flipped but I didn't think it was that bad, keep in mind 2 months prior to the Federal rate hikes, the home could have easily sold in the 480k.

Unfortunately for Will, VA appraisals stick with the property for 6 months, no matter if he tries a different Lender, or gets some other form of financing. After a few more months, Will again reaches out to me and says we have to sell this property. We list again, this time advertising Will's VA assumable rate of 3.25%, as the key to purchasing the home. It was a brilliant strategy, we got a lot of showings but in the end, we were not able to secure a Buyer with enough cash to cover the down payment. A down payment in an assumable financing situation is much higher than a typical FHA or Conventional purchase. The Buyer must cover the difference between the amount the Seller owes on their mortgage and the purchase price. We did receive various verbal offers and one Purchase Agreement, all of which would have put Will in the negative to Sell, he would not have been able to pay Trisha the funds he owed. (I have attached the purchase agreement for the court.) The attached contract is at 450k but request Sellers to pay 37k in closing costs which would have net Will and Trisha less than 400k with Buyer Agent/Escrow fees and taxes.

I did inform Trisha of the verbal offers and the purchase agreement, I told her we made a serious effort to get the home sold but because of market conditions, and little equity, it did not work out. I tried my best to keep Trisha in the loop as far as what was going on at all times, as its my duty. At some point though she got information from another Agent (at least from what Will told me) that claimed he/she could get the home sold for 460's, mind you the home was still under the VA appraisal, so that was impossible. Unless a Buyer was willing to pay 60k more for a home that appraised at 400k, and in my

experience the chances of that happening would be less than 1%. Besides we had listed the property 2x's and had not received an offer that was full price 460k.

We listed the property once again June 2023, for a 3rd time. The VA appraisal is no longer attached to the home. And we did receive a full price offer at 460k, those Buyers backed out after the inspection, their feedback was the home needed a little more work than they were willing to take on. When Trisha and Will initially purchased the home, they were going to do painting, and some updating but that never happened due to the divorce. Our recent feedback from showings has been more of the same, Buyers love the bones of the home but there is more work than they would like to do. I have also attached some feedback from the showings. After a conversation with Will about the feedback, he is now trying to update the home, we also have a painter schedule to do work on the property next week and he will be paid out of closing funds.

I have worked with a lot of Sellers over the course of my time in Real Estate, some Sellers list but due to some factor, maybe an emotional attachment, they really are not trying to sell. These types of Sellers make the home unavailable for showings, or have unrealistic expectations of a Buyer. As a Seller, to me Will has done everything possible to get this home sold. It has been a combination of unfortunate timing, and fewer Buyers looking to purchase in his area that has him in this current situation.

Thank you for your time

Anwar Thomas

Wed 7/5
7:00 PM - 7:30 PM
Show
Confirm
Viewed Feedback
Not Publish

448 Volesky Drive Se
Rainier, Washington 98576

ACTIVE | 2132490

\$459,995 | 3 Beds | 2.50 Baths



Feedback Actions



Published to Homeowners



Publish Feedback

Agent Feedback

Received on Thu 7/6, 7:40 PM - Not Published

Is your client interested in this listing?

Not interested

Please rate your overall experience at this showing.

Fair

Your (and your client's) opinion of the price:

Please rate this listing (5=Best; 1=Worst):

COMMENTS/RECOMMENDATIONS:

Nice home. My client is very nitpicky and having to do a bunch of projects would really bother her.

 Sun 7/9
10:45 AM - 11:30 AM

Showing
Confirmed

Viewed Feedback

Not Published

448 Volesky Drive Se
Rainier, Washington 98576

ACTIVE | 2052210
\$459,995 | 3 Beds | 2.50 Baths



Feedback Actions



Published to Homeowners



Publish Feedback

Agent Feedback

Received on Sun 7/9, 3:22 PM - Not Published

Is your client interested in this listing?

Somewhat

Please rate your overall experience at this showing.

Good

Your (and your client's) opinion of the price:

Too high

Please rate this listing (5=Best; 1=Worst):

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Form 21
Residential PSA
Rev. 10/22
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RESIDENTIAL PURCHASE AND SALE AGREEMENT
Specific Terms

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1. **Date:** March 13, 2023 **MLS No.:** 2017625 **Offer Expiration Date:** 3/14/2023
2. **Buyer:** Brandon Mattos Amanda Mattos
Buyer Buyer Status
3. **Seller:** Will McMullen Trisha Trembulak
Seller Seller
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): 70330003000
448 Volesky Drive SE Rainier Thurston WA 98576
Address City County State Zip
5. **Included Items:** ☒ stove/range; ☒ refrigerator; ☐ washer; ☐ dryer; ☒ dishwasher; ☐ hot tub; ☐ fireplace insert;
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ attached television(s); ☐ attached speaker(s); ☐ microwave;
☐ generator; ☒ other garbage disposal
6. **Purchase Price:** \$ 450,000.00 Four Hundred Fifty Thousand Dollars
7. **Earnest Money:** \$ 500.00 ☐ Check; ☐ Note; ☒ Wire; ☐ Other _____
Delivery Date 4 days after mutual acceptance; to be held by ☐ Buyer Brokerage Firm; ☒ Closing Agent
8. **Default:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. **Title Insurance Company:** Stewart Title
10. **Closing Agent:** Stewart Title Stacy Miller
Company Individual (optional)
11. **Closing Date:** 4/10/2023 **Possession Date:** ☒ on Closing; ☐ Other _____
12. **Services of Closing Agent for Payment of Utilities:** ☒ Requested (attach NWMLS Form 22K); ☐ Waived
13. **Charges/Assessments Levied Before but Due After Closing:** ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
14. **Seller Citizenship (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
15. **Agency Disclosure:** Buyer represented by: ☒ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented
Seller represented by: ☒ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☐ unrepresented
16. **Buyer Brokerage Firm Compensation:** % 2.5 ☒ Pay as Offered or ☐ Other – See Addendum
\$ or % Amount Offered in Listing
17. **Addenda:** 22A(Financing) 22D(Optional Clauses) 22K(Utilities) 22STC(Thurston Septic)
22T(Title Contingency) 34(Addendum) 35(Inspection)

<u>Brandon Mattos</u> Buyer Signature <u>Amanda Mattos</u> Buyer Signature	<u>03/13/2023</u> Date <u>03/13/2023</u> Date	Seller Signature Seller Signature	Date Date
Buyer Address City, State, Zip		Seller Address City, State, Zip <u>(253) 392-8199</u>	
Buyer Phone No. <u>mattosbrandon@yahoo.com</u>	Fax No.	Seller Phone No.	Fax No.
Buyer E-mail Address <u>Premier Real Estate Partners</u>	<u>5842</u>	Seller E-mail Address <u>Best Choice Realty</u>	<u>2735</u>
Buyer Brokerage Firm <u>Brittani Thornborough</u>	MLS Office No. <u>120460</u>	Listing Brokerage Firm <u>Anwar Thomas</u>	MLS Office No. <u>80923</u>
Buyer Broker (Print) <u>(253) 448-3658</u>	MLS LAG No. <u>(360) 731-7199</u>	Listing Broker (Print) <u>(206) 886-3986</u>	MLS LAG No. <u>(253) 277-0364</u>
Firm Phone No. <u>Prpdb@outlook.com</u>	Broker Phone No.	Firm Phone No. <u>support@bestchoicerealtywa.com</u>	Broker Phone No.
Firm Document E-mail Address <u>Brittani.thornborough@gmail.com</u>		Firm Document E-mail Address <u>anwar.j.thomas@gmail.com</u>	
Buyer Broker E-mail Address <u>136071</u>	<u>21123</u>	Listing Broker E-mail Address <u>103380</u>	<u>18833</u>
Buyer Broker DOL License No.	Firm DOL License No.	Listing Broker DOL License No.	Firm DOL License No.

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Residential PSA
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RESIDENTIAL PURCHASE AND SALE AGREEMENT

General Terms

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ALL RIGHTS RESERVED

- a. Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

BM

03/13/2023

Buyer's Initials

Date

AM

03/13/2023

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.
- RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.
- g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).



03/13/2023

Buyer's Initials

Date



03/13/2023

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT General Terms

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

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

j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.



03/13/2023

Buyer's Initials

Date



03/13/2023

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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Residential PSA
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RESIDENTIAL PURCHASE AND SALE AGREEMENT

General Terms

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- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 16, the terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.

BM

03/13/2023

Buyer's Initials

Date

AM

03/13/2023

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 21
Residential PSA
Rev. 10/22
Page 6 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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- w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

BM

03/13/2023

Buyer's Initials

Date

AM

03/13/2023

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 22A
Financing Addendum
Rev. 3/21
Page 1 of 3

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated March 13, 2023 1
between Brandon Mattos Amanda Mattos ("Buyer") 2
Buyer Buyer
and Will McMullen Trisha Trembulak ("Seller") 3
Seller Seller
concerning 448 Volesky Drive SE Rainier WA 98576 (the "Property"). 4
Address City State Zip

1. LOAN APPLICATION. 5

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to 6
purchase the Property (the "Loan(s)"): ☐ Conventional First; ☐ Conventional Second; ☐ Bridge; ☒ VA; ☐ FHA; 7
☐ USDA; ☐ Home Equity Line of Credit; ☐ Other _____ 8
(the "Financing Contingency"). Buyer shall pay ☒ \$ 0.00; or ☐ _____ % of the Purchase 9
Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the 10
Purchase Price and pay the application fee, if required, for the subject Property within _____ days (5 days if 11
not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means 12
the submission of Buyer's financial information for the purposes of obtaining an extension of credit including 13
Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan 14
amount. If not waived, the Financing Contingency shall survive the Closing Date. 15
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within 16
the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes 17
the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then 18
the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this 19
Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this 20
Addendum, "lender" means either the party to whom the application was submitted or the party funding the 21
loan. Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender 22
any time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the 23
same. 24

2. FINANCING CONTINGENCY. Select "a" or "b" ("a" if neither is selected). 25

- a. ☐ **Seller's Notice to Perform.** 26
- i. **Notice to Perform.** At any time _____ days (21 days if not filled in) after mutual acceptance, Seller 27
may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may 28
give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not 29
earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 30
- ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give 31
"Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives 32
Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated 33
and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. 34
- iii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(a) 35
☐ will; or ☐ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 36
- b. ☐ **Automatic Waiver of Financing Contingency.** 37
- i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within _____ days (21 38
days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer 39
gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written 40
confirmation from Buyer's lender as required by Paragraph 4. 41
- ii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(b) 42
☐ will; or ☐ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 43

BM

03/13/2023

Buyer's Initials Date

AM

03/13/2023

Buyer's Initials Date

Seller's Initials

Date

Seller's Initials



Date

Form 22A
Financing Addendum
Rev. 3/21
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FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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3. **LOAN COST PROVISIONS.** Seller shall pay up to ☒ \$ See Form 34 ; or ☐ % of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is insufficient to pay for those costs. If checked, ☐ Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount of the loan).
4. **EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.
5. **APPRAISAL LESS THAN SALE PRICE.**
 - a. **Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5.
 - b. **Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:
 - i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value;
 - ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.);
 - iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or
 - iv. Seller's rejection of Buyer's notice of low appraisal.If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response.
 - c. **Buyer's Reply.**
 - i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices.


	03/13/2023		03/13/2023				
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date


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Financing Addendum
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FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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6. **INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 94 95 96
7. **FHA/VA/USDA - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5. 97 98 99 100 101 102 103 104
- Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable. 105 106 107
8. **VA Amendatory Clause.** If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. 108 109 110 111 112 113
9. **EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of this Financing Contingency. 114 115 116 117 118 119

 03/13/2023
Buyer's Initials Date

 03/13/2023
Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

Form 22D
Optional Clauses Addendum
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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 13, 2023 1
between Brandon Mattos Amanda Mattos ("Buyer") 2
Buyer Buyer
and Will McMullen Trisha Trembulak ("Seller") 3
Seller Seller
concerning 448 Volesky Drive SE Rainier WA 98576 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED:

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6-10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
 - ☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17
 - ☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
3. ☒ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24
4. ☒ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27
5. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28
 - ☒ public water main; ☐ public sewer main; ☒ septic tank; ☐ well (specify type) _____; 29
 - ☐ irrigation water (specify provider) _____; ☐ natural gas; ☐ telephone; ☒ electricity; 30
 - ☐ cable (specify provider) _____; ☐ internet (specify provider) _____; 31
 - ☐ other _____ 32
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 33-35
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 37
 - OTHER INSULATION DATA: _____ 38



03/13/2023

Buyer's Initials Date



03/13/2023

Buyer's Initials Date

Seller's Initials

Date

Seller's Initials

Date


Form 22D
Optional Clauses Addendum
Rev. 3/21
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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____.
- Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
8. ☒ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
- Association rules and regulations, including, but not limited to architectural guidelines;
 - Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - Association meeting minutes from the prior two (2) years;
 - Association Board of Directors meeting minutes from the prior six (6) months; and
 - Association financial statements from the prior two (2) years and current operating budget.
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
9. ☒ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer; ☒ Seller (Seller if not filled in).
10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): _____
11. ☒ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- Home warranty provider: **Fidelity Home Warranty**
 - Seller shall pay up to **\$445.00** (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - Options to be included: _____ (none, if not filled in).
 - Other: _____
12. ☐ **Other.**

 03/13/2023
Buyer's Initials Date

 03/13/2023
Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property ☐ at:

448	Volesky Drive SE	Rainier	WA	98576
	Address	City	State	Zip

or ☐ (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I ☐ AM ☐ AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is _____

Address	City	State	Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Seller

Date _____

Seller

Date _____

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

- ☐ **Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.
- ☐ **Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer

Date _____

Buyer

Date _____

Form 22K
Identification of Utilities Addendum
Rev. 3/21
Page 1 of 1

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IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 13, 2023 1
between Brandon Mattos Amanda Mattos ("Buyer") 2
Buyer Buyer
and Will McMullen Trisha Trembulak ("Seller") 3
Seller Seller
concerning 448 Volesky Drive SE Rainier WA 98576 (the "Property"). 4
Address City State Zip

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

WATER DISTRICT:

Name e-mail or website (optional) 8
Address 9
City, State, Zip Fax. No. (optional) 10

SEWER DISTRICT:

Name e-mail or website (optional) 11
Address 12
City, State, Zip Fax. No. (optional) 13

IRRIGATION DISTRICT:

Name e-mail or website (optional) 14
Address 15
City, State, Zip Fax. No. (optional) 16

GARBAGE:

Name e-mail or website (optional) 17
Address 18
City, State, Zip Fax. No. (optional) 19

ELECTRICITY:

Name e-mail or website (optional) 20
Address 21
City, State, Zip Fax. No. (optional) 22

GAS:

Name e-mail or website (optional) 23
Address 24
City, State, Zip Fax. No. (optional) 25

SPECIAL DISTRICT(S):

(local improvement districts or
utility local improvement districts)

Name e-mail or website (optional) 26
Address 27
City, State, Zip Fax. No. (optional) 28

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

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

BM 03/13/2023 AM 03/13/2023
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

The following is part of the Purchase and Sale Agreement dated March 13, 2023


between Brandon Mattos Amanda Mattos ("Buyer")

and Will McMullen Trisha Trembulak ("Seller")

concerning 448 Volesky Drive SE Rainier WA 98576 (the "Property").

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON- 5
SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY. 6

1. **Type of OSS.** The Property is:
- ☐ Served by a private septic system
- ☐ Served by a shared septic system
2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property (a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects.
3. **Maintenance Records.** Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.
4. **Thurston County Sanitary Code.**
- a. **Sanitary Code.** Seller shall retain an OSS Professional certified by Thurston County to inspect the OSS as required by Thurston County Public Health and Social Service Department Sanitary Code Article IV ("Sanitary Code") § 16.8, who shall prepare an inspection report ("Inspection Report").
- b. **Inspection.** The inspection of the OSS shall include (i) an evaluation of all OSS components serving the Property; (ii) pumping of all sewage tanks, unless the sewage tanks were pumped and inspected within 12 months prior to the date the property transfer application was submitted by Seller as required by Thurston County, a pumping inspection report was submitted by Seller as required by Thurston County, and all components are functioning properly at the time of the OSS evaluation; and (iii) be conducted by a certified monitoring specialist (as defined in Sanitary Code § 23.8.3) for any OSS type listed under Sanitary Code § 16.6.
- ☐ **Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and time of the inspection.
- c. **Inspection Report.** Seller shall provide Buyer with a copy of the Inspection Report and Time of Transfer Evaluation Report within _____ days (20 days if not filled in) of mutual acceptance. The Inspection Report shall (i) be signed by the OSS Professional who conducted the inspection; (ii) be submitted on a form approved by Thurston County; (iii) include a sketch of the OSS on a form approved by Thurston County (only if as-built or record drawings are not on file with Thurston County); and (iv) be filed with Thurston County. The Inspection Report and Time of Transfer Evaluation Report shall be valid for 12 months unless any condition reported in the report or sketch is known by Seller or the OSS Professional to have materially changed.
5. **Inspection Contingency.** Buyer's obligations under this Agreement are contingent on Buyer's subjective satisfaction of the Inspection Report and Time of Transfer Evaluation Report. This contingency shall be deemed waived unless Buyer gives notice of disapproval of the Inspection Report or Time of Transfer Evaluation Report within _____ days (3 days if not filled in) after receipt of both reports. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
6. **Other.**


 03/13/2023
 Buyer's Initials Date

AM 03/13/2023
Buyer's Initials Date

Seller's Initials	Date	Seller's Initials	Date
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Form 22T
Title Contingency Addendum
Rev. 3/21
Page 1 of 1

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TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 13, 2023 1
between Brandon Mattos Amanda Mattos ("Buyer") 2
Buyer Buyer
and Will McMullen Trisha Trembulak ("Seller") 3
Seller Seller
concerning 448 Volesky Drive SE Rainier WA 98576 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from ☐ the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. 10
Seller shall have _____ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 11
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 12
disapproved exceptions. 13
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 14
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 15
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 16
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 17
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 18
then the above time periods and procedures for notice, correction, and termination for those new exceptions 19
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 20
necessary to accommodate the foregoing times for notices. 21
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 22
as provided for in the Agreement. 23

BM 03/13/2023
Buyer's Initials Date

AM 03/13/2023
Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 13, 2023 1
between Brandon Mattos Amanda Mattos ("Buyer") 2
Buyer Buyer
and Will McMullen Trisha Trembulak ("Seller") 3
Seller Seller
concerning 448 Volesky Drive SE Rainier WA 98576 (the "Property"). 4
Address City State Zip

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

Seller agrees to participate in the VA home loan program, contributing a total not to exceed \$37,000 to be applied to
buyer's costs, including but not limited to: closing costs, pre-paid items, interest buy down, debt, concessions, and or any
other cost(s) associated with closing as allowed by VA in part of recognition for serving our country. This is in addition
to the non-allowable VA cost of escrow. Any unused portion shall revert back to the seller. 6
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

BM

03/13/2023

Buyer's Initials Date

AM

03/13/2023

Buyer's Initials Date

Seller's Initials

Date

Seller's Initials

Date

Form 35
Inspection Addendum
Rev. 3/21
Page 1 of 2

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated March 13, 2023 1

between Brandon Mattos Amanda Mattos ("Buyer") 2
Buyer Buyer

and Will McMullen Trisha Trembulak ("Seller") 3
Seller Seller

concerning 448 Volesky Drive SE Rainier WA 98576 (the "Property"). 4
Address City State Zip

1. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. Buyer's general home inspection must be performed by Buyer or a person licensed under RCW 18.280. Buyer may engage specialists (e.g. plumbers, electricians, roofers, etc.) to conduct further inspections of the Property. 5 6 7 8 9 10 11

a. **Sewer Inspection.** Buyer's inspection of the Property ☐ may; ☐ may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line. 12 13 14

2. **BUYER'S OBLIGATIONS.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 15 16 17 18 19 20

3. **BUYER'S NOTICE.** This inspection contingency shall conclusively be deemed waived and Seller shall not be obligated to make any repairs or modifications unless within 7 days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (a) approving the inspection and waiving this contingency; (b) disapproving the inspection and terminating the Agreement; (c) that Buyer will conduct additional inspections; or (d) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to be performed after Closing, the parties shall negotiate as set forth in Paragraph 6, below. The parties may use NWMLS Form 35R to give notices required by this Addendum. 21 22 23 24 25 26 27 28 29

4. **INSPECTION REPORT.** Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise or as required by Paragraph 5. 30 31


a. **Waiver of Contingency by Buyer.** If Buyer provides any portion of the inspection report to Seller without Seller's prior written consent or as required by Paragraph 5, the inspection contingency shall conclusively be deemed waived. 32 33 34


b. **Seller Consent.** The selection of either checkbox below by Seller shall not be considered a counteroffer. 35

☐ Seller requests that Buyer provide the inspection report to Seller. 36

☐ If Buyer requests repairs or modifications to the Agreement, Seller requests that Buyer provide to Seller only the portions of the inspection report related to the requested repairs or modifications to the Agreement. 37 38 39

5. **ADDITIONAL TIME FOR INSPECTIONS.** If an inspector so recommends, Buyer shall have additional time to obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, Buyer shall have (5 days if not filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector. 40 41 42 43 44 45

 03/13/2023
Buyer's Initials Date

 03/13/2023
Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

Form 35
Inspection Addendum
Rev. 3/21
Page 2 of 2

**INSPECTION ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

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- 6. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS.** If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.
- a. Seller's Response to Request for Repairs or Modifications.** Seller shall have _____ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:
- b. Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.
- ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.
- 7. REPAIRS.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.
- 8. OIL STORAGE TANKS.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.
- 9. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).
- 10. ☐ NEIGHBORHOOD REVIEW CONTINGENCY.** If the box is checked, Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.



03/13/2023

Buyer's Initials Date



03/13/2023

Buyer's Initials Date

Seller's Initials

Date

Seller's Initials

Date

Form 17
Seller Disclosure Statement
Rev. 8/21
Page 1 of 6

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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SELLER: Will McMullen

Seller

Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, 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
448 Volesky Drive SE, CITY **Rainier**

STATE **WA**, ZIP **98576**, COUNTY **Thurston** ("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	NA
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 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 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"/>
*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"/>



01/08/2023

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

Form 17
Seller Disclosure Statement
Rev. 8/21
Page 2 of 6

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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ALL RIGHTS RESERVED

- | | YES | NO | DONT
KNOW | NA | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|----|
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 54 |
| | | | | | 55 |
| *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"/> | 56 |
| | | | | | 57 |

NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

2. WATER

A. Household Water

- | | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|----|
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system | | | | | 63 |
| <input type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system | | | | | 64 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 65 |
| | | | | | 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 |
| | | | | | 70 |
| (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"/> | 71 |
| If no, please explain: | | | | | 72 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 73 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 74 |
| *(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"/> | 75 |
| | | | | | 76 |
| (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"/> | 77 |
| | | | | | 78 |
| *(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"/> | 79 |
| | | | | | 80 |
| *(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"/> | 81 |
| | | | | | 82 |

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"/> | 83 |
| | | | | | 84 |
| *(a) If yes, has all or any portion of the water right not been used for five or more successive years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 85 |
| | | | | | 86 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 87 |
| | | | | | 88 |
| *(c) If so, 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"/> | 89 |
| | | | | | 90 |
| *(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"/> | 91 |
| If so, please identify the entity that supplies water to the property: | | | | | 92 |
| | | | | | 93 |

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"/> | 94 |
| | | | | | 95 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 96 |
| | | | | | 97 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98 |
| | | | | | 99 |

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- | | | | | | |
|---|--|--|--|--|-----|
| <input type="checkbox"/> Public sewer system <input checked="" type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) | | | | | 100 |
| <input type="checkbox"/> Other disposal system | | | | | 101 |

Please describe:

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 checked="" type="checkbox"/> | 102 |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|-----|

If no, please explain:



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	YES	NO	DON'T KNOW	N/A	
*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"/>	102 103 104
D. If the property is connected to an on-site sewage system:					105
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	106 107
(2) When was it last pumped? <u>2021</u>					108
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	109
(4) When was it last inspected? <u>2021</u>			<input type="checkbox"/>	<input type="checkbox"/>	110
By whom:					111
(5) For how many bedrooms was the on-site sewage system approved? <u>3</u> bedrooms			<input type="checkbox"/>	<input type="checkbox"/>	112
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"/>	113 114
If no, please explain:					115
*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"/>	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	117 118
If no, please explain:					119
*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"/>	120 121

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"/>	125 126
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
D. Do you know the age of the house?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
If yes, year of original construction: <u>1994</u>					132
*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"/>	133
*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"/>	134
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			135
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			136
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			137
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			138
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			139
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			140
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			141
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			142
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other			143
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
If yes, when and by whom was the inspection completed?					145 146
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"/>	147
I. Is the attic insulated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
J. Is the basement insulated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149



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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: _____ | | | | | 150
151
152
153 |
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 154 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 155 |
| Hot water tank | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 156 |
| Garbage disposal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 157 |
| Appliances | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 158 |
| Sump pump | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 159 |
| Heating and cooling systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 160 |
| Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 161 |
| Other | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 162 |
| *B. If any of the following fixtures or property is included with the transfer, are they leased?
(If yes, please attach copy of lease.) | | | | | 163
164 |
| Security System: <u>ADT</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 165 |
| Tanks (type): | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 166 |
| Satellite dish: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 167 |
| Other: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 168 |
| *C. Are any of the following kinds of wood burning appliances present at the property? | | | | | 169 |
| (1) Woodstove? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 170 |
| (2) Fireplace insert? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 171 |
| (3) Pellet stove? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 172 |
| (4) Fireplace? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 173 |
| 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 174
175 |
| 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"/> | 176
177 |
| 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 178
179 |
| F. Is the property equipped with smoke detection devices? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 180
181
182 |
| (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.) | | | | | |
| G. Does the property currently have internet service? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 183 |
| Provider: <u>Xfinity</u> | | | | | 184
185 |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

- | | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------|
| A. Is there a Homeowners' Association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 186 |
| 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: _____ | | | | | 187
188
189 |
| B. Are there regular periodic assessments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 190 |
| \$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year | | | | | 191 |
| <input type="checkbox"/> Other: _____ | | | | | 192 |
| *C. Are there any pending special assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 193 |
| *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"/> | 194
195
196 |

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"/> | 197
198
199 |
| *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"/> | 200 |
| *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"/> | 201
202 |
| 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"/> | 203 |
| *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"/> | 204
205
206 |
| *F. Has the property been used for commercial or industrial purposes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 207 |



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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.

Brandon Mattos

03/13/23

Buyer

Date

Amanda Mattos

03/13/23

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

WM

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EXHIBIT A
LEGAL DESCRIPTION

**Lot 30 of Rainier Meadows, as recorded in Volume 24 of Plats, pages 74 and 75;
In Thurston County, Washington.**

Buyer:  03/13/23

Seller: _____

Buyer:  03/13/23

Seller: _____

LYNCH LAW OFFICES

ATTORNEYS AT LAW

NEIL J. LYNCH (1916-1989)
N. JOSEPH LYNCH II

1800 COOPER POINT ROAD S.W.
BUILDING 3
OLYMPIA, WASHINGTON 98502

TELEPHONE: (360) 357-7903
FAX: (360) 956-3391
E-MAIL: lynchlaw@reachone.com

August 29, 2022

William Roy McMullen, Jr.
448 Volesky Drive SE
Rainier, WA 98576

Re: *Marriage of Trembulak and McMullen*
Thurston County Superior Court Cause No. 22-3-00070-34

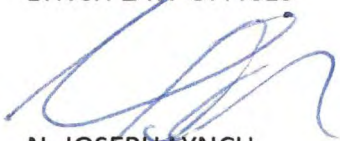
Dear Mr. McMullen:

Thank you for your reply of August 25, 2022. I appreciate the information that you provided and you are correct regarding the interest. The divorce decree which was apparently agreed to by both of you, states that you would refinance the home at your earliest opportunity. It doesn't say anything about selling it. However, if you are now in the process of refinancing, that is an acceptable answer. What I need to know is a timeline when the refinance will occur and some information as to who you are refinancing through, etc. The decree indicates that you will use your IRRRL VA Streamline to remove her name from the home and satisfy the judgment. Is that the entity with whom you are refinancing?

Although there is not a set time in the decree, the statement "earliest opportunity" means that it needs to get done sooner than later. Selling the house wasn't an option then and refinancing should be the option now. Please send me the information at your earliest convenience.

Very truly yours,

LYNCH LAW OFFICES



N. JOSEPH LYNCH
Attorney at Law

NJL/dr

cc: client