

The Honorable Brian D. Lynch  
Chapter 11  
Hearing Date: December 14, 2016  
Hearing Time: 9:00 a.m.  
Location: Tacoma  
Response Due: December 7, 2016

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON AT TACOMA**

In re:

GRANVILLE AND ROBBIN BRINKMAN,

Debtors.

No. 15-44496

DEBTORS' MOTION TO APPROVE SALE  
OF REAL PROPERTY FREE AND CLEAR  
OF LIENS

The debtors herein, Granville and Robbin Brinkman (the "Debtors"), respectfully move for an entry of an order approving the sale of the Debtor's real property, a condominium located at 201 Broadway, Unit A, in Tacoma, Washington, free and clear of liens, and the payment to the secured creditor. This motion is made pursuant to 11 U.S.C. § 363(b)(1) and (f), 11 U.S.C. §704, 11 U.S.C. §1107, and 11 U.S.C. § 105, the records and files herein, the Declaration of Granville Brinkman, which is incorporated in this motion as though fully set forth herein, and upon the grounds set forth herein.

DEBTORS' MOTION TO APPROVE SALE OF REAL PROPERTY  
FREE AND CLEAR OF LIENS

**RIORDAN LAW, PS**  
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TEL (206) 903-0401  
FAX (206) 219-4141

1 **A. STATEMENT OF FACTS**

2 1. The Debtors own real property located at 201 Broadway, Unit A, in Tacoma,  
3 Washington, with Tax Parcel Number 9005460010 (the "Condo").

4 2. On May 20, 2016, this Court entered an order authorizing the Debtors to employ Mark  
5 Foley and RE/MAX Metro as its real estate broker with respect to listing the Condo for sale. Dkt. No.  
6 79.

7 3. On October 19, 2016, this Court entered an order approving two settlements with  
8 respect to the Condo: Short Sale and Carve-Out Agreement between the Debtors and the Estate of  
9 William Looney, and Move-Out Agreement between the Debtors and Walter Sharp. Dkt. No. 113.

10 4. On November 20, 2016, the Debtors received an offer of purchase of the Condo in the  
11 form of a Condominium Purchase and Sale Agreement ("PSA"). A copy of the PSA is attached to the  
12 Declaration of Granville Brinkman as Exhibit A.

13 5. The purchaser, Jacqueline M. Wihbey, ("Purchaser"), has offered to pay the Debtors  
14 \$270,000 for the Condo. *Id.*

15 6. The Purchaser is a disinterested party, and the sale price reflects an arms-length  
16 transaction. Brinkman Decl.

17 **B. AUTHORITY TO SELL**

18 Under 11 U.S.C. § 363(f), a trustee is authorized "to sell property under section (b) or (c) of  
19 this section free and clear of any interest in such property of an entity other than the estate, only if . . .  
20 (2) such entity consents; . . . (4) such interest is in bona fide dispute; or (5) such entity would be  
21 compelled, in a legal or equitable proceeding, to accept money in satisfaction of such interest."

22 A sale free and clear of liens protects the holder of any interest in the property being sold, in  
23 that any such lien, claim, or encumbrance is replaced by an identical priority claim to, lien or  
encumbrance on, or interest in the proceeds from the sale of the property. A sale free and clear is in  
the best interest of the estate:

1 Courts have discretion in considering sales and apply the “best  
2 interests of the estate” test. In approving any sale outside of the  
3 ordinary course of business, the court must . . . find it is in the best  
4 interest of the estate, i.e., it is fair and reasonable, that it has been given  
adequate marketing, that it has negotiated and proposed in good faith,  
and that it is an “arm’s length” negotiation.

5 *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D.Cal. 1991).

6 Sale of the Condo is in the best interests of the estate. The Purchaser is a disinterested party,  
7 and the sale price reflects an arms-length transaction. Furthermore, the Court has approved the Short  
8 Sale and Carve-Out Agreement between the Debtors and the Estate of William Looney, and the Move-  
9 Out Agreement between the Debtors and Walter Sharp, as being in the best interests of the estate.

10 Pursuant to the Short Sale and Carve-Out Agreement, the Move-Out Agreement, and the PSA,  
11 the Debtors will pay the following creditor and costs from the sale proceeds:

- 12 a. Secured creditor William Looney in the approximate amount of \$217,191.69.
- 13 b. Real estate broker Mark Foley--RE/MAX Metro’s commission of 6%
- 14 c. A \$25,000 carve-out to Debtors pursuant to 11 USC Section 506(c), to be split  
15 with Walter Sharp
- 16 d. Title insurance fees
- 17 e. Past due and prorated property taxes
- 18 f. Real estate excise tax
- 19 g. Closing costs
- 20 h. Buyer credit for loan costs in the amount of \$5,000
- 21 i. Past-due HOA fees to be paid as agreed among Debtors, the Estate of William  
22 Looney, and Walter Sharp

23 In addition, because the sale may take place within 14 days after entry of the order on this  
motion, and because the Purchaser must have assurance that her purchase is not subject to any appeal,

1 the Debtors request that the 14-day stay provided for in Rule 6004(h) not apply to the order on this  
2 motion. F.R.Bankr.P. 6004(h).

3 WHEREFORE, the Debtors respectfully request that the Court approve the sale of the  
4 Debtors' real property in the amount of \$270,000, free and clear of liens, claims, and encumbrances,  
5 and authorize payment to Debtors' creditor and broker from the sale proceeds.

6 DATED November 23, 2016.

7 RIORDAN LAW PS

8 By: /s/ Nathan Riordan  
9 Nathan Riordan, WSBA # 33926  
10 Attorney for Debtors  
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The Honorable Brian Lynch  
Chapter 11  
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**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON AT TACOMA**

In re:

GRANVILLE AND ROBBIN BRINKMAN,

Debtors.

No. 15-44496

DECLARATION OF GRANVILLE  
BRINKMAN IN SUPPORT OF DEBTORS'  
MOTION TO APPROVE SALE OF REAL  
PROPERTY FREE AND CLEAR OF LIENS

I, Granville Brinkman, declare the following:

1. I am over 18 years of age, have personal knowledge of the facts herein, and am competent to testify to them.

2. My wife, Robbin, and I are the debtors in this Chapter 11 case (the "Debtors").

3. Jacqueline Wihbey has made an offer to purchase the condominium located at 201 Broadway, Unit A, in Tacoma, Washington in the amount of \$270,000.00.

4. A true and correct copy of the Condominium Purchase and Sale Agreement is attached hereto as Exhibit A.

5. The sale price reflects an arms-length transaction, and the amount offered by Jacqueline Wihbey was the highest offer the Debtors received.

DECLARATION OF GRANVILLE BRINKMAN

Page 1 of 2

**RIORDAN LAW, PS**  
600 STEWART STREET, SUITE 1300  
SEATTLE, WA 98101  
TEL (206) 903-0401  
FAX (206) 219-4141

1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing statements are true and correct to the best of my information and knowledge.

3 DATED November 23, 2016, at Seattle, Washington.

4  
5 By: /s/ Granville Brinkman  
6 Granville Brinkman  
7 Debtor  
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DECLARATION OF GRANVILLE BRINKMAN

Page 2 of 2

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**CONDOMINIUM PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

- Date:** November 20, 2016 **MLS No.:** 1020 **Offer Expiration Date:** 11/22/2016
- Buyer:** Jacqueline M Wihbey  
Buyer Buyer Status
- Seller:** Brinkman  
Seller Seller
- Property:** Tax Parcel No(s): 9005460010 ( Pierce County)  
Unit No.: A Residential Condominium: 201 Broadway Condo  
201 Broadway Tacoma WA 98402  
Address City State Zip  
Parking Space No.: \_\_\_\_\_ Storage Space No.: \_\_\_\_\_  
 Declaration Recording No.: \_\_\_\_\_;  Declaration Recording No. attached as Exhibit A  
 Declaration Recording No. Not Available, attach NWMLS Form 29
- Included Items:**  stove/range;  refrigerator;  washer;  dryer;  dishwasher;  security system;  satellite dish;  
 wood stove;  fireplace insert;  hot tub;  attached television(s);  attached speaker(s);  microwave;  
 other \_\_\_\_\_
- Purchase Price:** \$ 270,000.00 **Two Hundred Seventy Thousand** Dollars
- Earnest Money:** \$ 3,000.00  Check;  Note;  Other \_\_\_\_\_ (held by  Selling Firm;  Closing Agent)
- Default:** (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
- Title Insurance Company:** First American Title
- Closing Agent:**  a qualified closing agent of Buyer's choice;  First American Title & Escrow
- Closing Date:** 1/5/2017; **Possession Date:**  on Closing;  Other \_\_\_\_\_
- Services of Closing Agent for Payment of Utilities:**  Requested (attach NWMLS Form 22K);  Waived
- Charges/Assessments Levied Before but Due After Closing:**  assumed by Buyer;  prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA):** Seller  is;  is not a foreign person for purposes of U.S. income taxation
- New Construction or Conversion:**  is (attach NWMLS Form 29);  is not
- Public Offering Statement or Resale Certificate** (whichever is applicable):  received \_\_\_\_\_;  deliver to Buyer 7 days after mutual acceptance.
- Condominium Assessment:** \$ 375.00 per month and Deposit equal to \_\_\_\_\_ month's assessment at Closing
- Agency Disclosure:** Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties
- Addenda:** 22A(Financing) 22D(Optional Clauses) 22J(Lead Disclosure) 22K(Utilities)  
22T(Title Contingency) 35(Inspection)

<b>Authentisign</b>			
<u>Jacqueline M Wihbey</u> <small>Buyer</small>	<u>11/20/2016</u> <small>Date</small>	<u>Brinkman</u> <small>Seller</small>	<u>11/20/2016</u> <small>Date</small>
<u>_____</u> <small>Buyer's Signature</small>	<u>_____</u> <small>Date</small>	<u>_____</u> <small>Seller's Signature</small>	<u>_____</u> <small>Date</small>
<u>_____</u> <small>Buyer's Address</small>	<u>_____</u> <small>Seller's Address</small>	<u>_____</u> <small>City, State, Zip</small>	<u>_____</u> <small>City, State, Zip</small>
<u>(503) 726-8198</u> <small>Phone No.</small>	<u>_____</u> <small>Fax No.</small>	<u>(253) 905-7361</u> <small>Phone No.</small>	<u>_____</u> <small>Fax No.</small>
<u>jwihbey@gmail.com</u> <small>Buyer's E-mail Address</small>	<u>_____</u> <small>Seller's E-mail Address</small>	<u>RE/MAX Professionals</u> <small>Selling Firm</small>	<u>RE/MAX Metro Realty, Inc.</u> <small>Selling Firm</small>
<u>9299</u> <small>MLS Office No.</small>	<u>7008</u> <small>MLS Office No.</small>	<u>Brandon Hjelseth</u> <small>Selling Broker (Print)</small>	<u>Mark Foley</u> <small>Listing Broker (Print)</small>
<u>94474</u> <small>MLS LAG No.</small>	<u>84922</u> <small>MLS LAG No.</small>	<u>(253) 472-2122</u> <small>Phone No.</small>	<u>(206) 322-5700</u> <small>Phone No.</small>
<u>(253) 472-3166</u> <small>Firm Fax No.</small>	<u>(206) 322-7576</u> <small>Firm Fax No.</small>	<u>documentdelivery@rmxhomes.net</u> <small>Selling Firm Document E-mail Address</small>	<u>metrorealty@metroeastside.com</u> <small>Listing Firm Document E-mail Address</small>
<u>Brandon@SouthSoundLuxuryHomes.net</u> <small>Selling Broker's E-mail Address</small>	<u>markdfoley@markdfoley.com</u> <small>Listing Broker's E-mail Address</small>	<u>111984</u> <small>Selling Broker DOL License No.</small>	<u>17201</u> <small>Listing Broker DOL License No.</small>
<u>2030</u> <small>Selling Firm DOL License No.</small>	<u>1848</u> <small>Listing Firm DOL License No.</small>		

**CONDOMINIUM PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

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

b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; 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. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

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



11/20/2016

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date



**CONDOMINIUM PURCHASE AND SALE AGREEMENT**  
**GENERAL TERMS**

*Continued*

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 entitled to possession. 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. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530. 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) 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).

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 Selling 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 Selling 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") at Closing and provide the certification to the Closing Agent. 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.

**k. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Broker or at the licensed office

         11/20/2016  
          
Buyer's Initials                      Date

                                        
          
Buyer's Initials                      Date

                                        
          
Seller's Initials                      Date

                                        
          
Seller's Initials                      Date

**CONDOMINIUM PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

- i. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, 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. 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. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document or a direct link to such document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
- n. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
  - 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.
- q. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- r. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name and the 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 Seller, by Listing Broker or at the licensed office of Listing Broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- t. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

gmw 11/20/2016  
Buyer's Initials                      Date

\_\_\_\_\_  
Buyer's Initials                      Date

\_\_\_\_\_  
Seller's Initials                      Date

\_\_\_\_\_  
Seller's Initials                      Date

**CONDOMINIUM PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

- u. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 178-186
- v. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 187-194
- w. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 195-197
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 198-201  
 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 have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that only may 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, flood, earthquake, landslide, and other available coverage. 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. 202-219
- y. **Public Offering Statement.** This paragraph only applies if a Public Offering Statement is required by RCW 64.34. If Buyer has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and Association Balance Sheet) Seller shall deliver a Public Offering Statement to Buyer by the date specified in Specific Term No. 16. Buyer shall be conclusively deemed to have approved the Public Offering Statement unless, within 7 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 220-226
- z. **Resale Certificate.** This paragraph only applies if a Public Offering Statement is NOT required by RCW 64.34. If Buyer has not received a Resale Certificate, Seller shall deliver a Resale Certificate to Buyer by the date specified in Specific Term No. 16. Buyer shall be conclusively deemed to have approved the Resale Certificate unless, within 5 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Resale Certificate, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 227-231
- aa. **Condominium Assessment.** The current Condominium Assessment is the amount specified in Specific Term No. 17, but is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium assessment, a Deposit equal the amount specified in Specific Term No. 17 is required at Closing. 232-234



11/20/2016

Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated November 20, 2016 1  
between Jacqueline M Wihbey ("Buyer") 2  
Buyer Buyer  
and Brinkman ("Seller") 3  
Seller Seller  
concerning 201 Broadway Tacoma WA 98402 (the "Property"). 4  
Address City State Zip

**1. LOAN APPLICATION/WAIVER OF CONTINGENCY.** 5

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(s)"):  Conventional First;  Conventional Second;  Bridge;  VA;  FHA;  USDA;  Home Equity Line of Credit;  Other \_\_\_\_\_ (the "Financing Contingency"). Buyer shall pay  \$ \_\_\_\_\_; or  10 % of the Purchase Price down, in addition to the Loans and make application for the Loans to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within 5 days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan amount. 6-14
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this Paragraph 1(b) also constitutes waiver of Paragraph 7 (Appraisal Less Than Sales Price). For purposes of this Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan. 15-20


**2. LOAN INFORMATION.** 21

- a. **Seller's Request for Loan Information.** At any time 10 days (10 days if not filled in) after mutual acceptance, Seller may give, once, a notice requesting information related to the status of Buyer's loan application ("Request for Loan Information"). NWMLS Form 22AL may be used for this notice. 22-24
- b. **Buyer's Loan Information Notice.** Within 3 days (3 days if not filled in) of receiving Seller's Request for Loan Information, Buyer shall give notice of the status of Buyer's loan application ("Loan Information Notice"). Buyer's notice shall be on NWMLS Form 22AP and shall include the date of application, the name of lender, a list of the information that Buyer has provided to lender, and a warranty that Buyer has provided all information requested by lender. 25-29
- c. **Failure to Provide Loan Information Notice.** If Buyer fails to timely give to Seller a completed Loan Information Notice, Seller may give the Right to Terminate Notice described in Paragraph 3 (Seller's Right to Terminate) at any time after the date that the Loan Information Notice is due. 30-32

**3. SELLER'S RIGHT TO TERMINATE.** 33

- a. **Right to Terminate Notice.** At any time 35 days (30 days if not filled in) after mutual acceptance, Seller may give notice that Seller may terminate the Agreement at any time 3 days after delivery of that notice (the "Right to Terminate Notice"). NWMLS Form 22AR may be used for this notice. 34-36
- b. **Termination Notice.** If Buyer has not previously waived the Financing Contingency, Seller 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 Seller gives the Termination Notice before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. If not waived, the Financing Contingency shall survive the Closing Date. 37-41
- c. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 3  will; or  will not (will, if not filled in) constitute waiver of Paragraph 7 (Appraisal Less Than Sales Price). 42-43

- 4. **LOAN COST PROVISIONS.** Seller shall pay up to  \$ 5,000.00; 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) 44-47

	<u>11/20/2016</u>	_____	_____	_____	_____	_____	_____
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

*Continued*

- and settlement costs for FHA/USDA/VA loans; and (b) 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 4 is insufficient to pay for those costs. 48 49
5. **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; 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. 50 51 52 53 54 55
6. **INSPECTION.** Seller agrees to 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. 56 57 58
7. **APPRAISAL LESS THAN SALE PRICE.** 59
- 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 7. 60 61 62
- b. **Seller's Response to Notice of Low Appraisal.** 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; 65 66 67 68
  - (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.); or 69 70 71 72 73
  - (iii) Seller's rejection of Buyer's notice of low appraisal. 74
- If Seller timely delivers notice of reappraisal, reconsideration of value, or consent to reduce the Purchase Price, and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 75 76
- c. **Buyer's Reply.** 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. 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. 77 78 79 80 81
8. **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). Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Paragraph 7 above shall apply. 82 83 84 85 86 87
- 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. 88 89 90
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. 91 92 93 94 95 96



11/20/2016

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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

The following is part of the Purchase and Sale Agreement dated November 20, 2016 1  
between Jacqueline M Wihbey ("Buyer") 2  
Buyer Buyer  
and Brinkman ("Seller") 3  
Seller Seller  
concerning 201 Broadway Tacoma WA 98402 (the "Property"). 4  
Address City State Zip

**CHECK IF INCLUDED:** 5

1.  **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6  
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7  
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8  
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9  
encroachments to Buyer's own satisfaction within the inspection contingency period. 10

2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11  
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12  
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13

**Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14  
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15  
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16  
the Homeowner's Policy of Title Insurance. 17

**Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an 18  
ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy 19  
of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, 20  
including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost 21  
of any survey required by the title insurer. 22

3.  **Systems/Appliances.** If a system or appliance (including, but not limited to plumbing, heat, electrical, and all 23  
Included Items) becomes inoperative or malfunctions prior to Closing, Seller shall either repair, or replace the 24  
same with a system or appliance of at least equal quality. Buyer reserves the right to reinspect the Property 25  
within 5 days prior to Closing to verify that Seller has complied with this Paragraph 3. Buyer and Seller 26  
understand and agree that the Listing Broker and Selling Broker shall not be liable for the foregoing or Seller's 27  
breach of this Paragraph 3. 28

4.  **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when 29  
possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or 30  
disposed of as Buyer determines. However, Seller shall clean the interiors of any structures and remove all 31  
trash, debris and rubbish on the Property prior to Buyer taking possession. 32

5.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 33  
 public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_; 34  
 irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone; 35  
 cable;  electricity;  other \_\_\_\_\_ . 36

6.  **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 37  
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 38  
Buyer the information below in writing as soon as available: 39

WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 40

CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 41

OTHER INSULATION DATA: \_\_\_\_\_ 42

*gmw*

11/20/2016

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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

*Continued*

7.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following 43  
items of personal property that are included with the sale:  propane tank;  security system;  satellite 44  
dish and operating equipment;  other None 45

Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled 46  
in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 47  
\_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever 48  
is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer 49  
shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further 50  
obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely 51  
notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 52

8.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 53  
other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if 54  
available from the Association) within 10 days (10 days if not filled in) of mutual acceptance: 55

- a. Association rules and regulations, including, but not limited to architectural guidelines; 56
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 57
- c. Association meeting minutes from the prior two (2) years; 58
- d. Association Board of Directors meeting minutes from the prior six (6) months; and 59
- e. Association financial statements from the prior two (2) years and current operating budget. 60

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not 61  
filled in) of receipt of the above documents or the date that the above documents are due, whichever is 62  
earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If 63  
Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be 64  
refunded to Buyer. 65

9.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 66  
excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 67  
removal of the Excluded Item(s). Excluded Item(s): 68

\_\_\_\_\_  
\_\_\_\_\_ 69  
\_\_\_\_\_ 70

10.  **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide 71  
additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 72

- a. Home warranty provider: \_\_\_\_\_ 73
- b. Seller shall pay up to \$ \_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together 74  
with any included options, and Buyer shall pay any balance. 75
- c. Options to be included: \_\_\_\_\_ 76  
\_\_\_\_\_ (none, if not filled in). 77
- d. Other: \_\_\_\_\_ 78

11.  **Other.** 79



11/20/2016

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

**INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated November 20, 2016 1

between Jacqueline M Wihbey ("Buyer") 2  
Buyer Buyer

and Brinkman ("Seller") 3  
Seller Seller

concerning 201 Broadway Tacoma WA 98402 (the "Property"). 4  
Address City State Zip

1.  a. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with 5  
inspections of the Property and the improvements on the Property. Buyer's inspections may include, at 6  
Buyer's option and without limitation, the structural, mechanical and general condition of the 7  
improvements to the Property, compliance with building and zoning codes, an inspection of the Property 8  
for hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be 9  
performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW. 10

**Sewer Inspection.** Buyer's inspection of the Property  may;  may not (may, if not checked) include 11  
an inspection of the sewer system, which may include a sewer line video inspection and assessment and 12  
may require the inspector to remove toilets or other fixtures to access the sewer line. 13

**Buyer's Obligations.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of 14  
Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any 15  
improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for 16  
interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the 17  
Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all 18  
damages resulting from any inspection of the Property performed on Buyer's behalf. 19

**BUYER'S NOTICE.** This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED 20  
unless within 10 days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial 21  
Inspection Period"), Buyer gives notice (1) approving the inspection and waiving this contingency; (2) 22  
disapproving the inspection and terminating the Agreement; (3) that Buyer will conduct additional inspections; 23  
or (4) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection 24  
and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the 25  
property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to 26  
be performed after Closing, the parties shall negotiate as set forth in paragraph 1.c, below. The parties may 27  
use NWMLS Form 35R to give notices required by this Addendum. 28

**ATTENTION BUYER:** If Buyer fails to give timely notice, then this inspection contingency shall be 29  
deemed waived and Seller shall not be obligated to make any repairs or modifications. 30

b. **Additional Inspections.** If an inspector so recommends, Buyer may obtain further evaluation of any item 31  
by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, 32  
Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional 33  
inspections. If Buyer gives timely notice of additional inspections, Buyer shall have 5 (5 days if 34  
not filled in) after giving the notice to obtain the additional inspection(s) by a specialist. 35

c. **Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications under 36  
paragraph 1.a or 1.b. above, the parties shall negotiate as set forth in this paragraph. All requests, 37  
responses, and replies made in accordance with the following procedures are irrevocable for the time 38  
period provided. 39

(i) **Seller's Response to Request for Repairs or Modifications.** Seller shall have 3 days (3 40  
days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller 41  
(a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or 42  
modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) 43  
offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for 44  
repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If 45  
Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to 46  
reply, as follows: 47



11/20/2016

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date



**INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT**

*Continued*

(ii) **Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have 3 days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) 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 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED.

d. **Repairs.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than 3 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.

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

f. **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).

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

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

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



11/20/2016

Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date

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

The following is part of the Purchase and Sale Agreement dated November 20, 2016 1  
between Jacqueline M Wihbey ("Buyer") 2  
Buyer Buyer  
and Brinkman ("Seller") 3  
Seller Seller  
concerning 201 Broadway Tacoma WA 98402 (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 5 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. 9  
  
Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10  
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11  
disapproved exceptions. 12  
  
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13  
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14  
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15  
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17  
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18  
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19  
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21  
as provided for in the Agreement. 22



11/20/2016

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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

The following is part of the Purchase and Sale Agreement dated November 20, 2016 1  
between Jacqueline M Wihbey ("Buyer") 2  
Buyer Buyer  
and Brinkman ("Seller") 3  
Seller Seller  
concerning 201 Broadway A Tacoma WA 98402 (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 necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows: 5  
6  
7

WATER DISTRICT: 8

Name \_\_\_\_\_ 8  
Address \_\_\_\_\_ 9  
City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 10  
11

SEWER DISTRICT: 12

Name \_\_\_\_\_ 12  
Address \_\_\_\_\_ 13  
City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 14

IRRIGATION DISTRICT: 15

Name \_\_\_\_\_ 15  
Address \_\_\_\_\_ 16  
City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 17

GARBAGE: 18

Name \_\_\_\_\_ 18  
Address \_\_\_\_\_ 19  
City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 20

ELECTRICITY: 21

Name \_\_\_\_\_ 21  
Address \_\_\_\_\_ 22  
City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 23

GAS: 24


Name \_\_\_\_\_ 24  
Address \_\_\_\_\_ 25  
City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 26

SPECIAL DISTRICT(S):  
(local improvement districts or utility local improvement districts) 27

Name \_\_\_\_\_ 27  
Address \_\_\_\_\_ 28  
City, State, Zip \_\_\_\_\_ Fax. No. \_\_\_\_\_ 29

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 Selling 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 Selling 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 Selling Broker are not responsible for, or 35  
to insure payment of, Seller's utility charges. 36

 11/20/2016 \_\_\_\_\_  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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

Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated November 20, 2016 1  
between Jacqueline M Wihbey ("Buyer" and/or "Lessee") 2  
Buyer and/or Lessee Buyer and/or Lessee  
and Brinkman ("Seller" and/or "Lessor") 3  
Seller and/or Lessor Seller and/or Lessor  
concerning 201 Broadway A Tacoma WA 98402 (the "Property"). 4  
Address City State Zip

**Purchase & Sale Agreement Lead Warning Statement** 5

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.* 6-14

**Lease Agreement Lead Warning Statement** 15

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.* 16-19

**Cancellation Rights** 21


*If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement.* 22-24

**NOTE:** In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 25

**Seller's/Lessor's Disclosure** 26

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 27
  - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 28
  - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 29
- (b) Records and reports available to the Seller/Lessor (check one below): 30
  - Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 31-32
  - \_\_\_\_\_ 33
  - \_\_\_\_\_ 34
  - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 35-36

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate. 37-38

\_\_\_\_\_  
Seller/Lessor Date  
 11/20/2016  
\_\_\_\_\_  
Buyer/Lessee Initials Date Buyer/Lessee Initials Date Seller/Lessor Initials Date Seller/Lessor Initials Date 39

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

Addendum to Purchase & Sale or Lease Agreement

*Continued*

**Buyer's/Lessee's Acknowledgment** 40

(c) Buyer/Lessee has received copies of all information listed above. 41

(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 42

(e) Buyer has (check one below only if Purchase and Sale Agreement): 43

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 44-45

Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 46-47

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 48-51

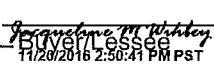
This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within \_\_\_\_\_ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 52-56

The Seller may, at the Seller's option, within \_\_\_\_\_ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 57-65

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within \_\_\_\_\_ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 66-74

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 75-77

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 78-79

Authentisign  
 11/20/2016  
Buyer/Lessee Date Buyer/Lessee Date 80

**Brokers' Acknowledgment** 81

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 82-83

Authentisign  
 11/20/2016  
Selling Broker Date Listing Broker Date 84

 11/20/2016  
Buyer/Lessee Initials Date Buyer/Lessee Initials Date Seller/Lessor Initials Date Seller/Lessor Initials Date

201310310497 Page 1 of 2

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Pierce County, WA

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Pages: 2 Fee: \$73.00

F.A.T.C.O.  
2142437

AFTER RECORDING MAIL TO:

Granville A Brinkman and Robbin R Brinkman  
201 Broadway Unit A  
Tacoma, WA 98402

11/20/2016

Filed for Record at Request of:  
First American Title Insurance Company

Space above this line for Recordors use only

**STATUTORY WARRANTY DEED**

File No: 4262-2142437 (CB)

Date: October 3, 2013

Grantor(s): William A Looney

Grantee(s): Granville A Brinkman and Robbin R Brinkman

Abbreviated Legal: UNIT 201A, 201 BROADWAY CONDOMINIUMS, REC. 200503175004,  
PIERCE COUNTY

Additional Legal on page:

Assessor's Tax Parcel No(s): 900546-0010

**THE GRANTOR(S) WILLIAM A. LOONEY, a married man as his separate estate** for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **Granville A Brinkman and Robbin R Brinkman, husband and wife**, the following described real estate, situated in the County of **Pierce**, State of **Washington**.

**LEGAL DESCRIPTION:** Real property in the County of **Pierce**, State of **Washington**, described as follows:

**UNIT 201A, 201 BROADWAY CONDOMINIUMS, A CONDOMINIUM ACCORDING TO DECLARATION THEREOF RECORDED UNDER PIERCE COUNTY RECORDING NO. 200503171011 AND ANY AMENDMENTS THERETO; SAID UNIT IS LOCATED ON SURVEY MAP AND PLANS RECORDED UNDER RECORDING NO. 200503175004, IN PIERCE COUNTY, WASHINGTON.**

[Jmw] 11/20/2016

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

William A Looney  
William A Looney

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Pages: 1 Excise Collected: \$4,895.00  
Proc. Fee: \$0.00 Tech Fee: \$5.00

APN: 900546-0010

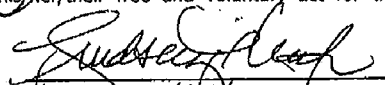
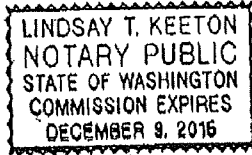
Statutory Warranty Deed  
- continued

File No.: 4262-2142437 (CB)

STATE OF Washington )  
 )-ss  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that William A Looney is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/3/2013

  
Lindsay T Keeton

Notary Public in and for the State of Washington  
Residing at: University Place  
My appointment expires: 12/9/2015

[ gmrw ] 11/20/2016

# Acknowledgment of Receipt - Buyers

## RE/MAX Professionals – Tacoma/Gig Harbor

Part of our responsibility is to provide government mandated information as well as other resources you might find informative and helpful. Below is information about: 1) Working with your real estate broker in the State of Washington 2) Lead based paint 3) Home warranties 4) Mold and 5) City of Tacoma Side Sewer. By signing this document, you acknowledge your RE/MAX Broker has discussed the items below and provided any required printed materials.

**Buyer’s Options for Representation.** As a buyer you are entitled representation by a broker of your choice. If you choose to work directly with the listing broker you have three choices for representation. Until you decide upon representation, you should not disclose confidential information to the listing broker. Your options are:

1. You can be represented by a broker of your choice.
2. You can represent yourself and the listing broker can represent the seller only, i.e., the listing broker may write your offer but still owes agency duties to you. Among others, these include: to exercise reasonable skill and care, to deal honestly and in good faith, and to disclose all existing material facts known by the listing broker and not apparent or readily ascertainable to you.
3. You can ask the listing broker to represent you and represent the seller. If the listing broker agrees, the listing broker would be a “dual agent”. If the listing broker is a dual agent, the law requires a written agreement (*Buyer’s Agency Agreement*) specifying your agency relationship with the listing broker and the listing firm and must include the terms of compensation. The duties of a dual agent are outlined in *The Law of Real Estate Agency* under *Section 6: Duties of a Dual Agent*.

**“Law of Real Estate Agency”.** This pamphlet describes your legal rights in dealing with a licensed real estate professional in the State of Washington. Please take time to read and understand it.

**“Protect Your Family from Lead in Your Home”.** Properties may contain lead-based paint. The seller/lessor of residential real property built prior to 1978 is required to provide the buyer/lessee with any information on lead-based paint hazards from risk assessments or inspections in the seller’s/lessor’s possession. The seller/lessor is required to notify the buyer of any known lead-based paint hazards. It is important the buyer/lessee understands the risks associated with lead based paint. The pamphlet along with additional information is available at: [www.epa.gov/lead](http://www.epa.gov/lead).

**Home Warranty Information.** These warranty programs offer repair or replacement of specific appliances and systems. Warranties are available from different providers. Though not required, it may be beneficial to obtain home warranty coverage as part of a purchase or sale. If you are interested in obtaining home warranty coverage, your broker can provide additional information.

**Mold Information.** Molds have the potential to cause health problems. EPA has produced a pamphlet entitled “A Brief Guide to Mold, Moisture, and Your Home” which provides information and guidance regarding mold, how to clean up residential mold problems and how to prevent mold growth. The pamphlet along with additional information is available at: <http://www.epa.gov/mold>.

**City of Tacoma “Side Sewer Flyer”.** We must provide this flyer to any buyer or seller of a home located in the City of Tacoma which has sewer service provided by City of Tacoma utilities. The flyer is also available at: [www.cityoftacoma.org/sidesewer](http://www.cityoftacoma.org/sidesewer).

Authentisign			
<i>Jacqueline M. Wilkey</i>	11/20/2016	_____ Signature	_____ Date
Signature	Date	Date	Date

\_\_\_\_\_  
Please Print

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**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON AT TACOMA**

In re:

GRANVILLE AND ROBBIN BRINKMAN,

Debtors.

No. 15-44496

ORDER APPROVING SALE OF REAL  
PROPERTY FREE AND CLEAR OF LIENS

THIS MATTER came before the Court on the Debtors’ Motion to Approve Sale of Real Property Free and Clear of Liens (the “Motion”). Proper notice was given to all parties in interest. Any objections were considered and overruled. The Court reviewed all material submitted and determined that the sale of the Debtors’ real property located at 201 Broadway, Unit A, in Tacoma, Washington, with Tax Parcel Number 9005460010 (the “Condo”), is in the best interest of the estate.

Now, therefore,

IT IS HEREBY ORDERED as follows:

1. The Motion is granted in all respects.

ORDER APPROVING SALE OF REAL PROPERTY  
FREE AND CLEAR OF LIENS

**RIORDAN LAW, PS**  
600 STEWART STREET, SUITE 1300  
SEATTLE, WA 98101  
TEL (206) 903-0401  
FAX (206) 219-4141

