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IN COUNTY CLERK'S OFFICE

A.M. APR 27 2009 P.M.

PIERCE COUNTY, WASHINGTON
KEVIN STOCK, County Clerk
BY _____ DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

09 2 08369 5

TYEL M. NIKOLAO,)
Plaintiff,)
vs.)
PATRICIA L. LEE as Personal Representative)
of the Estate of Gena Quaife, JOHN SIRIDAKIS,)
WINDERMERE REAL ESTATE SERVICES,)
COMPANY, ATTORNEY'S TITLE OF)
WASHINGTON, INC., and EDWARD M.)
McFERRAN)
Defendants.)

NO.

COMPLAINT FOR DAMAGES
FOR MISREPRESENTATION
OF REAL PROPERTY

Plaintiff above named as her claims for relief against the Defendants alleges that:

I. STATUS OF PLAINTIFF

1.1 Plaintiff Tyel Nikolao is a married person but her interest in the subject was taken by assignment from Single Creek Investments, LLC as her separate estate .

II. STATUS OF DEFENDANTS

2.1 Defendant Patricia L. Lee, as Personal Representative for the Estate of Gena Quaife, is a resident of Pierce County, Washington.

2.2 Defendant John Siridakis is a licensed real estate salesman or broker and is a resident of Pierce County, Washington.

ORIGINAL

1 Agreement above mentioned through the Northwest Multiple Listing Service. The initial
2 listing showed the acreage of the real property to be .9 acres and the marketing
3 remarks indicated "city planning says two large lots to build (buyer to verify) or possibly
4 three." A subsequent listing agreement indicated the acreage as 0.00, but contained the
5 same marketing remarks. A copy of those to MLS reports are attached hereto as Exhibit
6 D and E and by this reference made a part hereof. Said representations were false and
7 were known by the Defendants to be false prior to the closing of the sale. Said
8 representations were made with the intent that any prospective purchaser rely on them.
9 The Plaintiff did rely on the representations as to the quantity of land and as to the
10 potential for subdividing into a total of three lots. Said Defendants knew that Plaintiffs
11 were intending to purchase property for investment and intended to make a profit by
12 subdividing the real estate into other building lots and then building and selling
13 additional houses on the two additional lots which were represented to be available.
14

15 VI. DEFENDANT REAL ESTATE LICENSEES VIOLATION OF LAW

16 6.1 Defendants Windermere Real Estate Services Company and John Siridakis
17 violated their obligations under RCW 18.86.030(1)(a)(b)(d), particularly in that
18 Defendant John Siridakis knew prior to closing that the City of University Place would
19 not allow the property to be subdivided into additional building lots and knew that
20 Plaintiff were making the purchase with the express understanding that such subdivision
21 would be allowed. The position by the City of University Place was a material fact
22 immensely significant to the Plaintiff which was known by Defendant John Siridakis and
23 his principal Windermere Real Estate Services Company, yet said Defendants failed to
24 disclose such fact to the Plaintiff prior to closing.

1 6.2 Late in the evening on the day of closing, Defendant John Siridakis
2 presented to Plaintiff a document (Exhibit C) relating to the existing square footage of
3 the property indicating it was not as previously represented, but also indicating that the
4 difference was a factor only as to the tax assessment. Defendant John Siridakis and his
5 principal knew that the square footage would not support subdivision, but again failed to
6 advise Plaintiff of the true significance of the actual square footage of the property as it
7 related to potential subdivision. This failure was in complete violation of the obligations
8 of real estate agents and licensees under RCW 18.86.030 even it said licensees are or
9 were dual agents.

10 **VII. BREACH OF DUTY AND NEGLIGENCE BY DEFENDANTS ATTORNEY'S TITLE**
11 **AND EDWARD M. McFERRAN**

12 7.1 Defendant Attorney's Title of Washington, Inc. was chosen by Defendant
13 Siridakis to be the closing agent and did act as the closing agent for this transaction.
14 Defendant Edward M. McFerran is an owner of Attorney's Title of Washington, Inc., and
15 participated in closing this transaction. On the date of closing, Edward M. McFerran
16 advised Plaintiff that the transaction could not be closed in the name of Single Creek
17 Investments LLC, and offered to form a new LLC for her. He did not explain why Single
18 Creek Investments, LLC could not be the purchaser. Plaintiff declined to have a new
19 LLC, so defendant McFerran prepared an assignment from Single Creek Investments,
20 LLC to Plaintiff as her separate estate (Exhibit B). Plaintiff wanted to take title in the
21 name of Single Creek Investments, LLC, and there is no legal reason why she could not
22 have done so.

23 7.2 In the middle of the closing process, which was late in the evening,
24 Defendants McFerran and Siridakis met together outside the presence of Plaintiff.

1 When they returned they presented a document prepared by Defendant McFerran
2 relating to the area of the property. A copy of that document is attached as Exhibit C.
3 Defendant McFerran did not explain to Plaintiff the reason for such a document at such
4 a late date,

5 7.3 Even though he had undertaken to act as her attorney, Defendant McFerran
6 did not ask Plaintiff what her intended use of the property was, and did not tell her that
7 the diminished area would not support a subdivision into additional building sites.
8 Defendants Attorney's Title of Washington, Inc., and Edward M. McFerran failed in their
9 duty to determine that Plaintiff was aware of all material facts known to them which
10 could impact her determination whether or not to close.

11 **VIII. PLAINTIFFS' DAMAGES**

12 8.1 Plaintiff closed the purchase of the property on the 9th of June, 2008 in
13 reliance on the truth of the representations as to the availability of three total building
14 lots. After closing, Plaintiff discovered that there was insufficient square footage in the
15 property to qualify for subdivision into three building lots and that the property could only
16 be used for one residential structure.

17 8.2 The purchase price which plaintiff paid was paid only on her belief and
18 reliance upon the availability of a total of three lots. The property without the ability to be
19 subdivided into two additional lots was only worth \$120,000.00. The profit which the
20 plaintiff would have made by dividing the property into three building lots, building new
21 houses on said lots and then selling said houses would have been \$125,000.00
22

23 **IX. ATTORNEYS' FEES**

24

1 9.1 Paragraph q of the Purchase and Sale Agreement provides in pertinent part
2 "however, if buyer or seller institutes suit against the other concerning this Agreement,
3 the prevailing party is entitled to reasonable attorneys fees and expenses." Plaintiff has
4 and will incur attorneys fees arising out of this transaction and arising out of that
5 Purchase and Sale Agreement in an amount to be proved at trial.

6 **WHEREFORE**, Plaintiff prays for judgment against the Defendants and each of
7 them jointly and severally for Two hundred sixty five thousand dollars (\$265,000.00)
8 plus such further and additional sums as the court finds reasonable as and for Plaintiffs'
9 attorney fees in connection with this action; and for such other and further relief as the
10 court finds just or equitable under the circumstances.

11 DATED this 14 day of ~~March~~ ^{April} 2009.

12
13 MCGAVICK GRAVES, P.S.

14 By: 
15 ROBERT L. BEALE, WSBA# 1887
16 Attorney for Plaintiffs

17 **VERIFICATION**

18 I declare under penalty of perjury under the laws of the State of Washington that I
19 have read the foregoing Complaint, know the contents thereof, and believe them to be
20 true and correct.

21 DATED at Tacoma, Pierce County, Washington, this 14 day of ~~March~~ ^{April} 2009.

22 
23 TYEL M. NIKOLAO, Plaintiff
24

EXHIBIT A



Purchase and Sale Agreement and Addendum

As you come to closing, you have already signed many documents related to your transaction. They may have been prepared by you, a real estate professional, or an attorney.

Purchase and Sale Agreement – An agreement between a buyer and seller of real property, setting forth the purchase price and terms of the sale. For us in escrow, this is our roadmap and provides us all the details we need in order to close your transaction.

Addendum – An attachment to the original Purchase and Sale Agreement that sets forth additional terms of the sale. Situations and circumstances change that need to be addressed. An addendum is a writing that does just that. Keep in mind that for us in escrow, all agreements for the sale of real estate must be in writing.

Waiver & Approval of Conditions – We want to be certain that both buyer and seller have approved all the various conditions associated with the closing of your transaction. By having everyone sign this document, we know that we have specific instructions to close your transaction. Again, we do not rely on oral instructions or phone calls. We utilize a writing so that there is no possibility of a misunderstanding.

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

- 1. Date: May 6, 2008 MLS No.: 28019276
- 2. Buyer: Single Creek Investments LLC
- 3. Seller: Estate of Gena Quaife
- 4. Property: Tax Parcel No(s): 0220094013 (Pierce County)
Street Address: 2905 Parkway Dr W, University Place Washington 98466
Legal Description: Attached as Exhibit A.
- 5. Included Items: stove/range; refrigerator; washer; dryer; dishwasher; hot tub; fireplace insert;
 wood stove; satellite dish; security system; other ALL APPLIANCE IN PROPERTY -
- 6. Purchase Price: \$260,000.00
- 7. Earnest Money: (To be held by Selling Broker; Closing Agent)
Personal Check: \$1,000.00
Note: \$ _____
Other (_____): \$ _____
- 8. Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- 9. Disclosures in Form 17: Buyer will ; will not have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17
- 10. Title Insurance Company: Attorney's Title (Tacoma-Nadia)
- 11. Closing Agent: a qualified closing agent of Buyer's choice; Attorney's Escrow (Tacoma-Gayle)
- 12. Closing Date: 06/20/2008 May 23, 2008
- 13. Possession Date: on Closing; Other _____
- 14. Offer Expiration Date: 05/08/2008 5/9/08
- 15. Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived
- 16. Charges and Assessments Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing
- 17. Agency Disclosures: Selling Licensee represents Buyer; Seller; both parties; neither party
Listing Agent represents Seller; both parties
- 18. Addenda: 22A(Financing) 22D(Opt. Clauses) 22J(Lead Disc) 22K(Utilities)
22I(Title Cont.) 34(Addendum) 35(Inspection) 35F(Feasibility)
42(Agency Dsc) EXHIBIT B

Handwritten initials and date: DL 5/19/08

Buyer's Signature: Jill Rickman as managing member of Single Creek Investments LLC
Date: 5/7/08

Buyer's Address: 223-000 6145
City, State, Zip: _____

Phone: _____ Fax: _____

Buyer's E-mail Address: _____
Selling Broker: Windermere Real Estate 4467
MLS Office No.: _____
John Siridakis
Selling Licensee (Print)
253-564-6200 253-564-6366
Phone Fax

Seller's Signature: Patricia L Lee 5/8/08
Date: _____

Seller's Address: 11423 204th Ave NE #25
City, State, Zip: TACOMA, WASH 98445

Phone: 253-537-7854 Fax: _____

Seller's E-mail Address: _____
Listing Broker: Windermere Real Estate 4467
MLS Office No.: _____
John Siridakis
Listing Agent (Print)
253-564-6200 253-564-6366
Phone Fax

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

(continued)

- a. **Purchase Price.** Buyer agrees to 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 agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, 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 Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker'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 agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker 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 Broker 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 Broker 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 Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 for the costs thereof.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; all bathroom and other fixtures; and all associated operating equipment. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance agrees to 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. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer and Selling Licensee. 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.

Initials: BUYER: ML DATE: 5/7/08 SELLER: RLH DATE: 5/8/08
BUYER: [Signature] DATE: [Signature] SELLER: _____ DATE: _____

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

(continued)

- 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, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday. "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 agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. If possession transfers at a time other than Closing, the parties agree to 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.
- 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 agrees to 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 agrees to 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 agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 15, 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 agrees to 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 encumbrances at the time of Closing, or 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. 16.
- i. **Sale Information.** The Listing Agent or Selling Licensee is 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 Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale.
- j. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, 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 Agent and the Selling Licensee 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 Agent or at the licensed office of Listing Agent. 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 Licensee or at the licensed office of Selling Licensee. Actual receipt by Selling Licensee 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

Initials: BUYER: mm DATE: 5/7/08 SELLER: RL DATE: 5/8/08
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

(continued)

NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent 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 Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice. 107-110

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 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 or legal holiday as defined in RCW 1.16.050, shall occur on the next day that is not a Saturday, Sunday, or legal holiday. 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. 111-122

m. Facsimile and E-mail Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 123-126

n. Integration. 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. 127-129

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. 130-132

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: 133-134

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. 135-136

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. 137-140

q. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses. 141-144

r. Offer. Buyer agrees to 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 actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 145-148

s. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 149-153

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. 154-155

Initials: BUYER: Jmr DATE: 5/7/08 SELLER: PLA DATE: 5/8/08 157
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 158

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- u. **Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 159-165
- v. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, 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 Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 166-173
- 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. 174-176
- 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 Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees 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 Licensee. In addition, Licensees 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. Licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers. 177-195
- y. **Disclosures in Form 17.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17) and if, in Specific Term No. 9, the parties agree that Buyer will have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer may bring an action in tort for negligent misrepresentation against Seller based upon the disclosures in Form 17. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 9, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17. Buyer maintains the right to bring any and all claims permitted under the common law, including fraud. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. 196-205

Initials: BUYER: mn DATE: 5/7/08 SELLER: RL DATE: 5/8/08 206
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 207

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

The following is part of the Purchase and Sale Agreement dated 5/6/08 1
between Single Creek Investments LLC ("Buyer") 2
and Estate of Gena Quaife ("Seller") 3
concerning 2905 Parkway Dr W, University Place, WA 98466 ("the Property"). 4

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Agent and Selling Licensee 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. **Standard Form Owner's Policy of Title Insurance.** Notwithstanding the "Title Insurance" clause in the Agreement, 11
Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of 12
Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection 13
endorsements if available at no additional cost, from the Title Insurance Company rather than the Homeowner's 14
Policy of Title Insurance. 15

3. **Extended Coverage Title Insurance.** Notwithstanding the "Title Insurance" clause in this Agreement, Buyer's 16
lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insur- 17
ance, rather than the standard form owner's policy. Buyer shall pay the increased costs associated with the 18
extended coverage policy including excess premium over that charged for a standard coverage policy and the 19
cost of any survey required by the title insurer. 20

4. **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller agrees to maintain the 21
Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); 22
grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system 23
become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair or replace the 24
same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property 25
within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree that 26
the Listing Agent and Selling Licensee shall not, under any circumstances, be liable for the foregoing or Seller's 27
breach of this clause. 28

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

6. **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; cable; 35
 electricity; other _____ 36

Initials: BUYER: Jmn DATE: 5/7/08 SELLER: RJK DATE: 5/10/08 37
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 38

[Handwritten signature and date: RJK 5/10/08]

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT
(continued)

- 7. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available:
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 42
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 43
 - OTHER INSULATION DATA: _____ 44

- 8. **Leased Property.** Buyer hereby acknowledges that Seller leases the following items of personal property, possession of which shall pass to Buyer on Closing:
 - propane tank; security system; satellite dish; other _____ 47
 - Buyer shall assume the lease for the items selected, perform all of the obligations of the lease, and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease. 48-49

- 9. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall provide Buyer a copy of the following documents (if available from the Association) within _____ days (5 days if not filled in) of mutual acceptance:
 - 1. Association rules and regulations, including, but not limited to architectural guidelines; 53-54
 - 2. Association meeting minutes from the prior two (2) years; 54-55
 - 3. Association Board of Directors meeting minutes from the prior six (6) months; and 55-56
 - 4. Association financial statements from the prior two (2) years. 56

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 57-60

- 10. **Other.** 61-77

Initials: BUYER: gmn DATE: 5/7/06 SELLER: PLR DATE: 5/18/06 78
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 79

**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 5/6/08 1
between Single Creek Investments LLC ("Buyer" and/or "Lessee") 2
and Estate of Gena Quaife ("Seller" and/or "Lessor") 3
concerning 2905 Parkway Dr W, University Place, WA 98466 (the "Property") 4

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 6
is notified that such property may present exposure to lead from lead-based paint that may place young children 7
at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological 8
damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. 9
Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real 10
property is required to provide the buyer with any information on lead-based paint hazards from risk assessments 11
or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13

Lease Agreement Lead Warning Statement 14
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health 15
hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. 16
Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based 17
paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning 18
prevention. 19

Cancellation Rights 20
If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 21
3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement. 22

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 23

Seller's/Lessor's Disclosure 24

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 25
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 26
 Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 27
(b) Records and reports available to the Seller/Lessor (check one below): 28
 Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based 29
paint and/or lead-based paint hazards in the housing (list documents below). 30

Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in 33
the housing. 34

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and 35
information provided by Seller are true and accurate. 36

Patricia L Lee 5/8/08 37
Seller/Lessor Date Seller/Lessor Date

Initials: BUYER/LESSEE: Jmn DATE: 5/9/08 SELLER/LESSOR: PLL DATE: 5/12/08 38
BUYER/LESSEE: _____ DATE: _____ SELLER/LESSOR: _____ 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

- (c) Buyer/Lessee has received copies of all information listed above. 40
- (d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 41
- (e) Buyer has (check one below only if Purchase and Sale Agreement): 42
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 43
 - Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 44
 - This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.) 45
 - This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 46
 - The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 47
 - If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 48
 - Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 49

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

<u><i>[Signature]</i></u> _____	5/16/08		
Buyer/Lessee	Date	Buyer/Lessee	Date

Licensees' Acknowledgment

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

<u><i>[Signature]</i></u> _____	5/7/08	<u><i>[Signature]</i></u> _____	5/15/08
Selling Licensee	Date	Listing Agent	Date
Initials: BUYER/LESSEE: <u>smr</u>	DATE: <u>5/7/08</u>	SELLER/LESSOR: <u>[Signature]</u>	DATE: <u>5/18/08</u>
BUYER/LESSEE: _____	DATE: _____	SELLER/LESSOR: _____	DATE: _____

IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 5/6/08 1
between Single Creek Investments LLC ("Buyer") 2
and Estate of Gena Quaife ("Seller") 3
concerning 2905 Parkway Dr W, University Place, WA 98466 (the "Property") 4

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

WATER DISTRICT:

Name City Treasurer 8
Address _____ 9
City, State, Zip _____ 10

SEWER DISTRICT:

Name Pierce County 11
Address _____ 12
City, State, Zip _____ 13

IRRIGATION DISTRICT:

Name _____ 14
Address _____ 15
City, State, Zip _____ 16

GARBAGE:

Name Uptown Town 17
Address _____ 18
City, State, Zip _____ 19

ELECTRICITY:

Name City Treasurer 20
Address _____ 21
City, State, Zip _____ 22

GAS:

Name Puget Sound Energy 23
Address _____ 24
City, State, Zip _____ 25

SPECIAL DISTRICT(S):

(local improvement districts or utility local improvement districts)

Name _____ 26
Address _____ 27
City, State, Zip _____ 28

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

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

Initials: BUYER: SM DATE: 5/7/08 SELLER: DLH DATE: 5/6/08 37
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 38

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

The following is part of the Purchase and Sale Agreement dated 5/6/08
between Single Creek Investments LLC ("Buyer")
and Estate of Gena Quaife ("Seller")
concerning 2905 Parkway Dr W, University Place, WA 98466 ("the Property")

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, together with easements, covenants, conditions and restrictions of record, which are to be obtained by Buyer, to determine that they are consistent with Buyer's intended use of the Property. Buyer shall have _____ days (5 days if not filled in) from mutual acceptance of this Agreement or from the date of Buyer's receipt of the preliminary commitment for title insurance (from mutual acceptance, if neither box checked) to give written notice of Buyer's disapproval and the reasons therefore. Buyer may only disapprove exceptions that are contained in the preliminary commitment and may not object to matters not contained therein.

Seller shall have _____ days (5 days if not filled in) after receipt of Buyer's notice of disapproval to give Buyer written notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to cure all disapproved exceptions. If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer, less any unpaid costs described in the Agreement. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. If Buyer does not terminate the Agreement, Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear.

2. **Supplemental Title Reports.** If Buyer receives supplemental title reports that disclose new exception(s) to the title commitment, then the time periods and procedures for notice, correction, and termination above shall apply to the date of Buyer's receipt of the supplemental title report.

3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at closing as provided in the Agreement.

Initials: BUYER: Smn DATE: 5/7/08 SELLER: PSH DATE: 5/8/08
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 5/6/08 1
between Single Creek Investments LLC ("Buyer") 2
and Estate of Gena Quaife ("Seller") 3
concerning 2905 Parkway Dr W, University Place, WA 98466 ("the Property") 4

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

- 1. Buyer has agreed to pay \$260,000.00 for the above-mentioned property. 6
- 2. Buyer shall pay ALL CASH at closing for the above-mentioned property. 7
- 3. Email transmission shall be deemed an acceptable form of communication throughout this transaction. 8
- 3. Email transmission shall be deemed an acceptable form of communication throughout this transaction. 9
- 3. Email transmission shall be deemed an acceptable form of communication throughout this transaction. 10

4. THIS PROPERTY IS BEING SOLD AS A "ESTATE," NO FORM 17/DISCLOSURE REQUIRED. 11

5. THIS OFFER IS SUBJECT TO THE ESTATE'S ATTORNEY'S REVIEW AND ACCEPTANCE, 12

6. SELLER HAS ATTACHED EXHIBIT "B" AS PROOF OF SIGNING - 13

5/10/08
GMR
RJK
5/18/08

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

AGENT (COMPANY) Windermere Real Estate 42

BY: [Signature] 43

Initials: BUYER: GMR DATE: 5/7/08 SELLER: RJK DATE: 5/18/08 44
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 45

INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 5/6/08 1
between Single Creek Investments LLC ("Buyer") 2
and Estate of Gena Quaife ("Seller") 3
concerning 2905 Parkway Dr W, University Place, WA 98466 ("the Property"). 4

1. a. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections 5
of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and with- 6
out limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with 7
building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/ 8
stability inspection. 9

Buyer's Obligations. All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, 10
and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property with- 11
out first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer 12
shall restore the Property and all improvements on the Property to the same condition they were in prior to the 13
inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on 14
Buyer's behalf. 15

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

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

b. **Additional Inspections.** If an inspector recommends further evaluation of any item by a specialist, Buyer shall 27
have an additional _____ days (5 days if not filled in) to obtain the additional inspection by a specialist at Buyer's 28
option and expense. On or before the end of the Initial Inspection Period, Buyer shall provide a copy of the 29
inspector's recommendation and notice that Buyer will seek additional inspections by specialists as recommended 30
by the inspector. If Buyer gives timely notice of additional inspections, the Initial Inspection Period shall be 31
extended by the additional period specified above. The time for conducting additional inspections shall commence 32
on the day after Buyer gives notice under this paragraph, and shall be determined as set forth in the Computation 33
of Time paragraph of the Agreement. 34

c. **Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications under paragraph 35
1.a above, the parties shall negotiate as set forth in this paragraph. 36

(i) **Seller's Response to Request for Repairs or Modifications.** Seller shall have _____ days (3 days if 37
not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (a) agrees to 38
the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or modifications proposed by 39
Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers different or additional repairs or 40
modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall 41
be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or 42
modifications, Buyer shall have an opportunity to reply, as follows: 43

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

Initials: BUYER: Jma DATE: 5/7/08 SELLER: RLK DATE: 5/18/08 49
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 50

INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT
(continued)

- ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED.
- d. Repairs.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a licensed hazardous material engineer or other expert selected by Seller. Seller's repairs are subject to reinspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such reinspection.
- 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. Form 17.** Buyer waives the right to receive an amended Seller Disclosure Statement (NWMLS Form 17) pursuant to RCW 64.06 based on conditions identified in any inspection or inspection report(s). However, if conditions identified in any inspection or inspection report(s) would require Seller to change an answer in the "Environmental" section of Form 17 to "yes", Buyer may not waive the right to receive the amended Environmental section of Form 17.
- 2. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).
- 3. NEIGHBORHOOD REVIEW CONTINGENCY.** Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- 4. PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.
- 5. WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.

Initials: BUYER: smn DATE: 5/7/09 SELLER: RJK DATE: 5/18/09 94
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 95

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated 5/5/08
between Single Creek Investments LLC ("Buyer")
and Estate of Gena Quaife ("Seller")
concerning 2905 Parkway Dr W, University Place, WA 98466 ("the Property")

Handwritten initials and dates:
Buyer: JMA
5/10/08
Seller: GQ
5/10/08

Feasibility Contingency. Buyer shall verify within 21 ¹⁰ days (10 days, if not filled in) after mutual acceptance (the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not rely on any oral statements concerning feasibility made by the Seller, Listing Agent or Selling Licensee. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry shall include, but not be limited to: building or development moratoria applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any services connection charges; and all other charges that must be paid.

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. 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.

AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED. If checked, this Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose.

Initials: BUYER: JMA DATE: 5/7/08 SELLER: GQ DATE: 5/8/08
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

AGENCY DISCLOSURE

Washington State law requires real estate licensees to disclose to all parties to whom the licensee renders real estate brokerage services whether the Licensee represents the Seller (or Lessor), the Buyer (or Lessee), both the Seller/Lessor and Buyer/Lessee, or neither.

YOU ARE ADVISED THAT THE UNDERSIGNED IS THE AGENT OF THE
UNLESS OTHERWISE STATED HERE:

THE UNDERSIGNED REPRESENTS: Seller and Buyer,

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

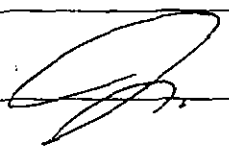
BUYER Devl Nikolac as managing member of Single Creek Investments LLC. (Signature) DATE 5/7/08

BUYER _____ (Signature) DATE _____

SELLER Patricia L. Lee (Signature) DATE 5/8/08

SELLER _____ (Signature) DATE _____

LICENSEE John Siridakis (Print/Type)

LICENSEE'S SIGNATURE 

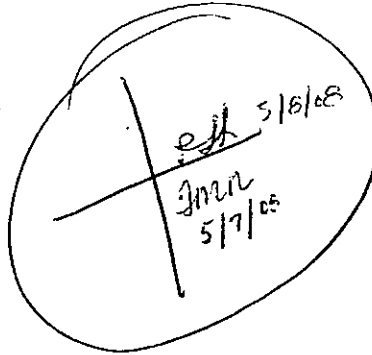
COMPANY NAME AS LICENSED Windermere Real Estate (Print/Type)

EXHIBIT "A"

ALL THAT PORTION OF VACATED BLOCK F, FIRST DIVISION OF UNIVERSITY PLACE,
ACCORDING TO THE PLAT RECORDED IN BOOK 7 OF PLATS, AT PAGE 29, LYING NORTH
OF HUDSON'S ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 17 OF PLATS, AT
PAGE 18

EXCEPT THE EAST 30 FEET THEREOF FOR ELWOOD DRIVE

SITUATE IN THE CITY OF UNIVERSITY PLACE, COUNTY OF PIERCE, STATE OF
WASHINGTON.



Form 34
Addendum/Amendment to P & S
Rev. 5/98
Page 1 of 1

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ALL RIGHTS RESERVED

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 5/6/08 1
between Single Creek Investments LLC ("Buyer") 2
and Estate of Gena Quafe ("Seller") 3
concerning 2905 Parkway Dr W, University Place, WA 98466 ("the Property") 4

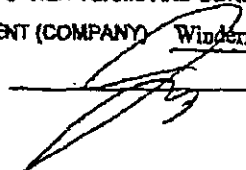
IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

- 1. Buyer and Seller agree to extend the Feasibility Period until 5/27/08. 6
- 2. Closing to be extended until 6/11/08 or sooner as agreed to by Buyer and Seller. 7

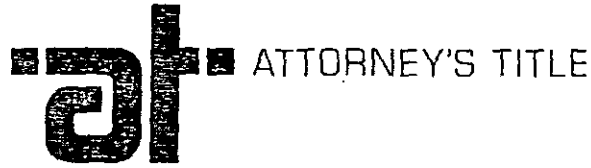
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 41

AGENT (COMPANY) Windermere Real Estate 42

BY:  43

Initials: BUYER: JMN DATE: 5-20-08 * SELLER: RLQ DATE: 5/20/08 44
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 45



3906 South 74th Street Tacoma, WA 98409
Phone: (253) 284-4440 • Fax: (253) 474-5479
WEB: info@a-title.com

Escrow No.: TCI-20996
Buyer(s): Single Creek Investments LLC
Seller(s): Estate Of Gena Quaife

WAIVER AND/OR APPROVAL OF CONDITIONS CONTAINED IN PURCHASE AND SALE AGREEMENT

The undersigned Seller(s) and Purchaser(s), certify herein that those conditions added to and not included within the printed form of that Purchase and Sale Agreement (Earnest Money Agreement) between the undersigned Purchaser(s) and Seller(s) have either been waived, or have been completed to the satisfaction of the undersigned Purchaser(s) and Seller(s).

The undersigned Purchaser(s) and Seller(s) hereby agree to close this transaction in accordance with the Purchaser's and Seller's Escrow Closing Instructions.

Dated this _____ day of _____, 200_____.

Single Creek Investments LLC

By: Tyel Nikolao, Managing Member

Patricia L. Lee

EXHIBIT B

Addendum to Purchase
And Sale Agreement

MLS # 28019274

Original Date: May 6, 2008

Buyer herein Assigns all Right title and interest
in the Above PIA at 2905 Parkway Drive West,
University Place, Washita to Tyrel M. Nikolao,
A married Person as her separate estate who Assigns
by her signature herein all documents.

Seller by her signature herein Consent to such
Assignment.

Dated this 10th day of June, 2008

Assignor:

Single Creek Investments, LLC

Tyrel M. Nikolao
managing member

Assignee:

Seller:

Estate of Geneva Dantz

Tyrel M. Nikolao
Tyrel M. Nikolao

by Patricia L. Lee PR

P 013/013

(FAX) 253 403 5544

MRCHRT INFO DESK

JUN-11-2008 (WED) 13:51

EXHIBIT C



3906 South 74th Street Tacoma, WA 98409
Phone: (253) 284-4440 • Fax: (253) 474-5479
WEB: info@at-title.com

June 10, 2008

To Whom It May Concern:

This letter is to clarify any questions regarding the sales price of \$260,000.00 and the assessed value of \$318,700.00. It appears as though the assessment has been based upon a lot square footage of 39,000.00 square feet and the parties to the transaction believe the actual square footage to be approximately 19,000.00 square feet.

Tyrel Nikolao 6/10/08
Tyrel M. Nikolao

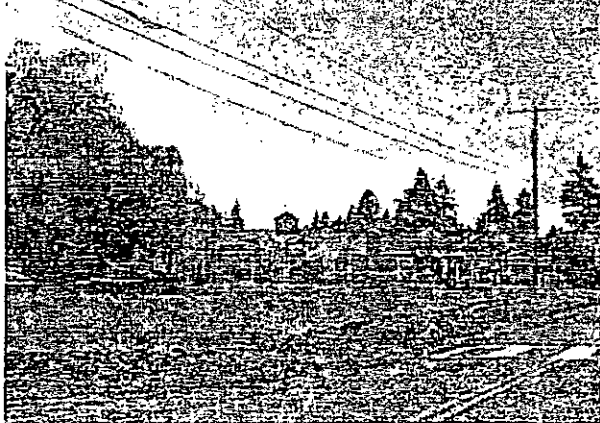
Patricia Lee
~~Patricia Lee~~ 6/10/08

EXHIBIT D

Residential Agent Detail Report

Property Types Residential, Vacant Land Tax ID 0220094013
Listings as of 07/02/08 at 1:24pm

LN: 27137567 2905 Parkway Dr W University Place 98466 Pier ST: Expired CDOM: 187 LP: 349,000
LT: BLK: COM: University Place PRJ:



AR: 32 TAX: 0220094013 OLPS 475,000
MAP: 802 GRD: F-1 Internet: Yes SP\$
DD: West on 27th Street. Left onto Elwood, Property on left. FIN:
OMD: 01/31/06
LD: 07/27/07
XD: 01/30/06
SLDT: 00/00/00

LO: Windermere Pacific Commons (ID: 4467) Phone: 253-284-9700 SOC:
LAG: John Siridakis (ID: 26317) Phone: 253-564-6200
CLO: Diff if L/A sells
CLA: PTO: Yes F17: Exempt
OTVP: Vacant OCC: vacant OWN: Estate of Gena L. Quaife

KEY: Call Listing Office, Vacant, See Remarks
PTS: 000- OPH: 253-564-6200 OAD: Tacoma, Wash PHO:
000-
0000
POS: Closing, See Remarks Agt 253-435-5588 Fax:
TRM: Cash Out, Conventional
TXY: 2007 TX: 470 SNR: Yes HOD: MOR:

BR: 3 BTH: 1.00 FBT: QBT: HBT: FP:

G L M U S ACR: 0.900 LSF: 39204 LSZ:
BR VEW: Territorial, See Remarks WFG:
FUL WFT:
3/4 LTV: Fruit Trees, Garden Space, Level POL:
1/2 LDE: Corner Lot, Paved Street, Value in the Land
FP SIT:
ENT
LRM BSM: GAR: 1 GR: Garage-Detached SWR: Sewer Connected
DRM BLD: YBT: 1942 NC: STY: 10-1 Story
KES BDI: Built On Lot EXT: Stone, Wood ARC: RF: Composition
KIT BDC: Average MHS: MHM: MHN:
MBD
BRM
D/O
FAM SFF: LSD: ENS: Electric, Natural Gas
RRM SFU: WHT: HTC: Insert, Wall
EFR ASF: 1768 SFS: FLS:
UTR FEA:
ADU APS:
Community Feat:

WAS: Public WAC: SD: University Place EL: JH: SH:
SWC: POC: BUS: BUS ROUTE:
E-Cert:
Zoning Jur: Zoning Code: '

Agent Only Remarks : No key box - call listing office for access. Seller is motivated. Seller requests Lawyers Title/Escrow-Tacoma-Patty. Please leave cards. Buyer to verify all information to satisfaction. Johns satellite office location: University Place. FAX# 564 6366

Marketing Remarks : SHY 1 ACRE in University Place for under \$350,000!! City planning says 2 large lots to build (buyer to verify) or possibly 3. Existing home and buildings on lot in good condition. Fantastic location near NEW University Place Elementary School.

Presented By: Darren W Williams / Windermere R.E. Gig Harbor
Lot Sizes And Square Footage Are Estimates.
Information From Reliable Sources, But Not Guaranteed.
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EXHIBIT " D "

EXHIBIT E

Residential Agent Detail Report

Listings as of 07/01/08 at 4:57pm

LN: 28019276 2905 Parkway Dr W University Place 98466 Pier ST: Sold CDOM: 314 LP: 275,000



LT: BLK: COM: University Place PRJ:

AR: 32 TAX: 0220094013 OLPS 325,000
 MAP: 802 GRD: F-1 Internet: Yes SP\$ 260,000
 DD: West on 27th Street. Left onto Elwood, property on left. FIN: Conventiona
 OMD: 06/09/08
 LD: 02/03/08
 XD:
 SLDT: 06/18/08

LO: Windermere Pacific Commons (ID: 4467) Phone: 253-284-9700 SOC: 3%

LAG: John Siridakis (ID: 26317) Phone: 253-564-6200

CLO: Diff if L/A sells
 CLA: 255-1242 PTO: Yes F17: Exempt

OTVP: Vacant OCC: VACANT-SHOW AND OWN: Estate of Gena L. Quaife
 SELL

KEY: MLS Keybox, Vacant, See Remarks

PTS: 000- OPH: 253-564-6200 OAD: Tacoma, WA PHO:

000-
 0000

POS: Closing, See Remarks Agt 253-435-5588
 Fax:

TRM: Cash Out, Conventional

TXY: 2007 TX: 2500 SNR: No HOD: MOR:

SO: Windermere Pacific Commons (ID: 4467)
 Phone: 253-284-9700

BR: 3 BTH: 1.00 FBT: QBT: HBT: FP:

G L M U S ACR: 0:000 LSF: 0 LSZ:
 BR VEW: Partial, Sound, Territorial, See Remarks
 FUL WFT:
 3/4 LTV: Fruit Trees, Garden Space, Level WFG:
 1/2 LDE: Paved Street, Value in the Land POL:
 FP SIT:
 ENT
 LRM BSM: GAR: 1 GR: Garage-Detached SWR: Sewer Connected
 DRM BLD: YBT: 1942 NC: STY: 10-1 Story
 KES BDI: Built On Lot EXT: Stone, Wood SAP: FND: RF: Composition
 KIT BDC: Good MHS:
 MBD SFF: 1768 LSD: ENS: Electric, Natural Gas
 BRM SFU: WHT: HTC: Insert, Wall
 D/O ASF: 1768 SFS: County FLS:
 FAM FEA:
 RRM APS:
 EFR Community Feat:
 UTR
 ADU

WAS: Public WAC: SD: University Place EL: JH: SH:
 SWC: POC: BUS: Yes BUS ROUTE: '
 E-Cert:
 Zoning Jur: Zoning Code: '

Agent Only Remarks : See also MLS # 27193405. Vacant-Show and Sell!! Seller is motivated. Seller requests Lawyers Title/Escrow-Gayle. Buyer to verify all info to satisfaction. John's Satellite Office location: University Place, WA. FAX 253.564.6366

Marketing Remarks : HUGE flat/level parcel in University Place for \$275,000! City Planning says 2 lrg lots to build (Buyer to verify) or poss. 3. Existing & livable 3 bed home & other buildings on lot in good condition. Fantastic location with partial water view near NEW U.P. Elementary School & just down the way from the SOUGHT AFTER, Chambers Bay Golf Course, parks, walking trails, soon to be fishing pier, boat slips & more!! Build your dream estate or live in the existing home & watch your investment grow!

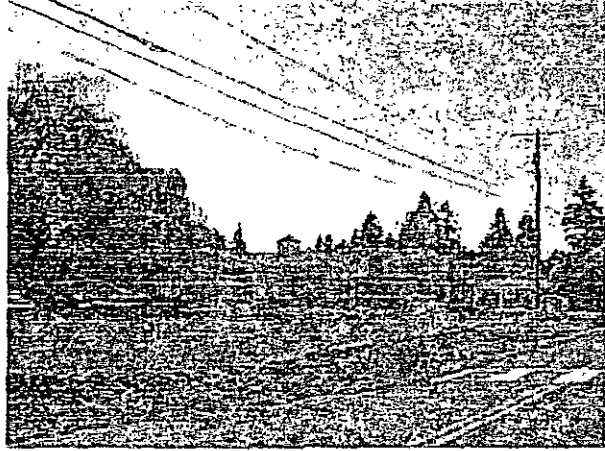
Presented By: Darren W Williams / Windermere R.E. Gig Harbor
 Lot Sizes And Square Footage Are Estimates.
 Information From Reliable Sources, But Not Guaranteed.
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EXHIBIT " E "

Vacant Land Agent Detail Report

Property Types Residential, Vacant Land Tax ID 0220094013
Listings as of 07/02/08 at 1:24pm

LN: 27193405 2905 Parkway Dr W University Place 98466 Pier ST:Sold CDOM: 217 LP: 275,000



LT: BLK: COM: University Place PRJ:
AR: 32 TAX: 0220094013 OPL\$: 399,000
MAP: 802 GRD: F-1 Internet: Yes FIN: Conventional SP\$: 260,000
DD: West on 27th Street. Left onto Elwood. Property on left. OMD: 06/09/08
LD: 11/05/07
XD:
SLDT: 06/18/08

LO: Windermere Pacific Commons (ID: 4467) Phone: 253-284-9700 SOC: 3%
LAG: John Siridakis (ID: 26317) Phone: 253-564-6200
CLO: Diff if L/A sells
CLA: PTO: Yes F17: Exempt
OTVP: OCC: OWN: Estate of Gena L. Quaife
OPH: 253-564-6200 OAD: Tacoma, WA PHO:
POS: Closing, See Remarks Agt 253-435-5588
Fax:

SO: Windermere Pacific Commons (ID: 4467)
Phone: 253-284-9700

TXY: 2007 TX: 470 SNR: Yes ATF:
TRM: Cash Out, Conventional
TER: STY: 40-Res-Less thn 1 Ac
ZJD: See Remarks RS2: SKS: N QTR: SEC:
Remarks
ZNR: WRJ:

GZC: Residential, See Remarks

ACR: 0.000 LSF: 0 LSZ: WFG:
DOC:
WFT: LDE: Corner Lot, Paved Street
VEW: Mountain, Partial, Sound, Territorial, See Remarks
RD: RDI: County Maintained, Paved, See Remarks
IMP: Cable TV Available
FTR: Garden/Fruit Trees
TPO: Level, See Remarks SLP: LVL:
Community Features:

WTR: On Property, In Street, Available, See Remarks SFA: ESM:
GAS: On Property STD: SUR:
ELE: On Property SEP: SDA: SST:
SWR: On Property SAP: SDD: SDX:

SD: University Place EL: JH: SH:

Agent Only Remarks: Please also see additional MLS #28019276. Seller is motivated. Seller requests Lawyers T/E-Tacoma/Patty. Buyer to verify all information to satisfaction. John's satellite office: University Place, Wa. FAX# 253 564 6366.

Marketing Remarks: Great potential!! HUGE lot in the heart of University Place for \$275,000!! Potential views and security gate!! (4 lots or less, gates are allowed in U.P.) Take advantage of this opportunity today to build your own dream home or great investment for 2-4 homes!!

Presented By: Darren W Williams / Windermere R.E. Gig Harbor
Lot Sizes And Square Footage Are Estimates.
Information From Reliable Sources, But Not Guaranteed.
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