



GUARDIAN NORTHWEST TITLE & ESCROW Formerly First American Title Company of Skagit County

1301-B Riverside Drive / PO Box 1667, Mount Vernon, WA 98273
Toll Free: 800-869-7045 Phone: 360-424-0115 Fax: 360-424-5885 www.gnwttitle.com

BUYER/BORROWER STATEMENT
Estimated

Escrow Number: 110454
Escrow Officer: Katie Hickok

Title Order Number: 110454
Date: 06/06/2016 - 2:07:50PM
Closing Date: 06/30/2016
Disbursement Date:

Buyer/Borrower: City of Seattle
Seller: Norman R. Hansen Trust dated May 22, 1997
Property: WA

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION	70,000.00	
TITLE CHARGES		
Owner's Premium for 70,000.00: Guardian Northwest Title	470.00	
Owner's Premium - Tax: for 70,000.00: Guardian Northwest Title	39.95	
Deed of Trust Recording Fee: Guardian Northwest Title	76.00	
ESCROW CHARGES TO: Guardian Northwest Title		
Title - Settlement Agent Fee	325.00	
Title - Settlement Agent Fee - Tax:	27.62	
BALANCE DUE TO ESCROW		70,938.57
TOTALS	70,938.57	70,938.57

City of Seattle


Maureen Barnes, Authorized Agent



Guardian Northwest Title

Formerly First American Title Company of Skagit County

1301-B Riverside Drive, Mount Vernon, WA 98273

Toll Free: 800-869-7045 Phone: (360) 424-0111 Fax: (360) 395-3064 www.gnwttitle.com

Escrow File No.: **110454**

Title Order No.: **110454**

Purchaser(s): **City of Seattle**

Seller(s): **Norman R. Hansen Trust dated May 22, 1997**

CLOSING AGREEMENT AND ESCROW INSTRUCTIONS For Purchase and Sale Transaction

The undersigned purchaser (sometimes hereinafter referred to as "buyer" or "Buyer") and seller(s) (referred to herein as "the parties") hereby designate and appoint

Guardian Northwest Title

(referred to herein as "the closing agent", "the Closing Agent", the closing Agent" or "the Escrow Agent") to act as their closing and escrow agent according to the following agreements and instructions.

IT IS AGREED, AND THE CLOSING AGENT IS INSTRUCTED, AS FOLLOWS:

Terms of Sale. The terms and conditions of the transaction which is the subject of these instructions (referred to herein as "the transaction") are set forth in the parties' Purchase and Sale Agreement, Earnest Money Agreement, or other written agreement, and any attachments, amendments or addenda to that agreement (referred to herein as "the parties' agreement"), which is made a part of these instructions by this reference. If the Purchase and Sale Agreement provides that a commission is due at closing, the Company will require payment of the commission according to the broker's demand, which will be furnished at the Closing Agent's request. Any changes to the parties' agreement will be made a part of these instructions, without further reference, when signed by the parties and delivered to the closing agent. These instructions are not intended to amend, modify or supersede the terms and conditions of the parties' agreement and if there is any conflict or inconsistency between these instructions and the parties' agreement, the terms and conditions of these instructions shall control as to Closing Agent. Any matters which are later determined by the parties to exist shall be matters entirely between the parties and the Closing Agent is hereby indemnified and held harmless from such future issues which may arise between the parties to this transaction if the Closing Agent has complied fully and faithfully with these instructions.

Description of Real Property. The real property which is the subject of the transaction (referred to herein as "the property") is identified in the parties' agreement. The documents required to close the transaction must contain the "legal description" of the property. If the parties' agreement does not yet contain the correct legal description, the parties or the real estate agent shall obtain an addendum setting forth the legal description as soon as possible and deliver it to the closing agent.

Closing Date. The date on which the documents required to close the transaction are filed for record (referred to herein as "the closing date") shall be on or before the date for closing of the transaction specified in the parties' agreement or in an addendum extending that date.

Documents. The closing agent is instructed to select, prepare, complete, correct, receive, hold, record and deliver documents as necessary to close the transaction. The closing agent may request that certain documents be prepared or obtained by the parties or their attorneys, in which case the parties shall deliver the requested documents to the closing agent before the closing date. Execution of any document will be considered approval of its form and contents by each party signing such document.

Deposits and Disbursement of Funds. Before the closing date, each party shall deposit with the closing agent all funds required to be paid by such party to close the transaction, less any earnest money previously deposited with the real estate agent. The parties acknowledge that all funds delivered to the Closing Agent in connection with this escrow will be deposited into a non-interest bearing escrow trust account with a financial institution doing business in the State of Washington whose deposits, at least up to the amount of the funds so deposited, are covered by FDIC insurance. The parties further acknowledge that in calculating the amount of available insurance, the FDIC will consolidate funds deposited under this escrow with all other funds of the party supplying the funds which are on deposit with the account bank. Each of the parties releases and indemnifies the Closing Agent from any liability for, and assumes all responsibility for any loss to such party which may result from a lack of FDIC insurance arising solely by reason of such party having additional funds on deposit with the financial institution used by the Closing Agent for its escrow account(s). Current FDIC Regulations pertaining to Escrow Trust accounts ([12 CFR § 300.5](https://www.fdic.gov)), with which the Closing Agent agrees to comply, covers the requirement that funds held by the Closing Agent in escrow for the transaction to which these instructions pertain will be treated as owned by the respective principals to the transaction (i.e., seller(s) or purchaser, as applicable). More information related to FDIC insurance is explained on their official website: <https://www.fdic.gov>
Also, we direct you to the following link on said website to download for examples and further details: <https://www.fdic.gov/deposit/deposits/brochures/Your%20Insured%20Deposits%20-%20English.pdf>
The parties acknowledge that the Closing Agent may receive compensatory or monetary benefits from the financial institution based on the total averaged account balances of its escrow trust account deposits. The closing agent is authorized, but not required, to consider a lending institution's written commitment to deposit funds as the equivalent of a deposit of such funds, if all conditions of the commitment will be met on or before the closing date. The closing agent shall not be required to disburse any funds deposited by check or draft until it has been advised by its bank that such check or draft has been honored. All disbursements shall be made by the closing agent's check or if the payee so instructs in writing, by electronic wire transfer with a reasonable additional charge to the appropriate

party who's responsibility it is to make or receive such payment, which shall include an administration fee to the Closing Agent of not more than \$20.00 per wire made. Funds which are undisbursed and not claimed within six (6) months are subject to any reasonable maintenance and/or work fees due Closing Agent. Any residual amount will be disbursed to the State of Washington pursuant to the Unclaimed Property Act. The closing Agent is required to give notice to the parties if the unclaimed funds exceed \$75.00. The closing Agent is not required to disburse funds of less than Ten (\$10.00) Dollars and shall retain same at closing as administration fees.

Settlement Statement. The closing agent is instructed to prepare a settlement statement showing all funds deposited for the account of each of the parties and the proposed disbursements from such funds. No funds shall be disbursed until the parties have examined and approved the settlement statement. Some items may be estimated, and the final amount of each estimated item will be adjusted to the exact amount required to be paid at the time of disbursement. The settlement statement will be subject to audit and any errors or omissions may be corrected at any time. If any monetary error is found, the amount will be immediately paid by the party liable for such payment to the party entitled to receive it.

Prorations. Adjustments or pro-rations of real estate taxes, and other charges, including recurring assessments for public improvements, if any, which appear on the Title Report, shall be made on a per-diem basis using a 365 or 366 day year, as applicable, unless the closing agent is otherwise instructed.

Title Insurance. The closing agent is instructed to obtain and forward to the parties a preliminary commitment for title insurance on the property and on any other parcel of real property that will be used to secure payment of any obligation created in the transaction (referred to herein as "the title report"). The closing agent is authorized to rely on the title report in the performance of its duties and solely in its capacity as closing agent, and not in its capacity as title insurer or Title Insurance Agency, shall have no responsibility or liability for any title defects or encumbrances, which are not disclosed in the title report. The Title Insurance Agency reserves the right to reduce either party's portion of Agencies fees, when in the Agency's sole discretion a "Volume of Business" discount is warranted, and provided that such reduction does not increase the portion of such fees to be paid by any other party.

Verification of Existing Encumbrances. The closing agent is instructed to request a written statement from the holder of each existing encumbrance on the property, verifying its status, terms, balance owing and, if it will not be removed at closing, the requirements that must be met to obtain a waiver of any due-on-sale provision. The closing agent is authorized to rely upon such written statements in the performance of its duties, without liability or responsibility for their accuracy or completeness. The closing Agent may not rely upon any verbal payoff as it be regarded as incomplete or inaccurate by the lender upon receipt.

Borrower acknowledges that the payoff figures on any existing loans are not to be considered paid in full until payoff funds have been RECEIVED AND ACCEPTED by the encumbrance holder. Guardian may use a third party to facilitate the obtaining of a full Reconveyance from the existing encumbrance(s) being paid in full herein. In that connection, fees for such service will be paid in full out of seller/borrower's funds upon closing of this transaction.

Borrower acknowledges that payoff amounts reflected on the settlement statement are based on figures provided to the Escrow Agent in writing by the existing encumbrance holder, which Escrow Agent believes to be reliable. The closing agent is authorized to rely upon such written representations in the performance of its duties, without liability or responsibility for their accuracy or completeness.

Should the existing encumbrance holder alter or adjust these figures or payoff is not accepted as payment in full, for any reason, the Escrow Agent is authorized and instructed to make the necessary adjustment and notify Seller/Borrower, who agrees to immediately deposit any and all additional funds with Escrow Agent in order to allow Escrow Agent to complete the payoff in full.

Borrower authorizes the Escrow Agent to transmit all payoff funds by overnight courier (i.e., FEDEX, UPS, etc.) or wire transfer; at the discretion of the Escrow Agent. The Escrow Agent may add a minimum of three (3) business days per diem interest to the payoff. However, should the overnight courier or wire transferred payoff funds not be delivered to the encumbrance holder within the three (3) day period, for whatever reason, the Borrower agrees to deposit any and all additional funds required by the encumbrance holder to complete said payment in full. The Escrow Agent is hereby relieved and discharged of any liability and or responsibility for receipt of said payoff funds by beneficiary of said encumbrance. Borrower further indemnifies the Escrow Agent against any and all claims resulting therefrom.

Instructions From Third Parties. If any written instructions necessary to close the transaction according to the parties' agreement are given to the closing agent by anyone other than the parties or their attorneys, including but not limited to lenders, such instructions are accepted and agreed to by the parties, provided that such third-party instructions are not inconsistent with the parties' agreement or these instructions.

Disclosure of Information to Third Parties. The closing agent is authorized to furnish, upon request, copies of any closing documents, agreements or instructions concerning the transaction to the parties' attorneys, and to any real estate agent, lender or title insurance company involved in the transaction. Other papers or documents containing personal or financial information concerning any party may not be released to anyone other than the party's attorney or lender, without prior written approval by such party.

Potential Legal Problems. If the closing agent becomes aware of any facts, circumstances or potential problems which in the closing agent's opinion should be reviewed by any of the parties' attorneys, the closing agent is authorized, in its sole discretion, to advise the parties of such facts, circumstances or potential problems and recommend that legal counsel be sought.

Closing Agent's Fees and Expenses. The closing agent's fee is intended as compensation for the services set forth in these instructions. If additional services are required to comply with any change or addition to the parties' agreement or these instructions, or as a result of any party's assignment of interest or delay in performance, the parties agree to pay a reasonable additional fee for such services. The parties shall also reimburse the closing agent for any out-of-pocket costs and expenses incurred by it under these instructions. The closing agent's fees, costs and expenses shall be due and payable on the closing date or other termination of the closing agent's duties and responsibilities under these instructions, and shall be paid one-half by the buyer and one-half by the seller unless otherwise provided in the parties' agreement. The Closing Agent reserves the right to reduce either parties' portion of Agent's fees, when in the Agent's sole discretion a "Volume of Business" discount is warranted, and provided that such reduction does not increase the portion of such fees to be paid by any other party.

Cancellation. These instructions may be canceled by a written agreement, signed by all of the parties, and payment of the closing agent's fees, costs and expenses. Upon receipt of such agreement and payment, the closing agent shall return any money or documents then held by it to the parties as directed by such agreement, pursuant to the Interpleader paragraph below, and shall have no further duties or responsibilities under these instructions.

Interpleader. In the event that the proposed sale fails to close pursuant to the Purchase and Sale Agreement the parties herein agree to execute a Rescission Agreement instructing Closing Agent how to disburse the monies in its possession. Should no Rescission Agreement, fully executed by both Buyer(s) and Seller(s), be provided to "Closing Agent" within two months of the earlier of either: proposed closing date or the date upon which "Closing agent" was first notified that said transaction would not be closing, "Closing agent" may undertake the following without further approval from either party, either jointly or severally:

1. Inform both Buyer(s) and Seller(s) herein, in writing, that unless they jointly execute and deliver a Rescission Agreement to "Closing Agent" within one month of date of said notification, closing agent will begin deducting monthly administration fees of \$50.00 per month or as amended.
2. In the event Closing Agent has not received a fully executed Rescission Agreement within 12 months from said notification, Closing Agent may interplead the monies then held to the Skagit County Superior Court.
3. Deduct from monies to be sent to the Court, Closing Agent & Title Company's reasonable cost and actual attorney's fees incurred to bring said Interpleader action to the Court.

At which time as the monies and information, regarding the parties herein, are supplied to the Court, closing agent shall have no further duties or responsibilities under this transaction. The Superior Court will then determine the rights of the parties to the remaining funds and the responsibility of each party as to the costs of the Interpleader Action.

Inability to Comply With Instructions. If the closing agent receives conflicting instructions or determines, for any reason, that it cannot comply with these instructions by the date for closing specified in the parties' agreement or in any written extension of that date, it shall notify the parties, request further instructions, and in its discretion: (1) continue to perform its duties and close the transaction as soon as possible after receiving further instructions, or (2) if no conflicting instructions have been received, return any money or documents then held by it to the parties that deposited the same, less any fees and expenses chargeable to such party, or (3) commence a court action, deposit the money and documents held by it into the registry of the court, pursuant to the Interpleader paragraph above and ask the court to determine the rights of the parties. When the money and documents have been returned to the parties or deposited into the registry of the court, the closing agent shall have no further duties or responsibilities under these instructions.

Disputes. Should any dispute arise between the parties, or any of them, and/or any other party, concerning the property or funds involved in the transaction, the closing agent may, in its sole discretion, hold all documents and funds in their existing status pending resolution of the dispute, or join or commence a court action, deposit the money and documents held by it with the court as pursuant to the Interpleader paragraph above, and ask the court to determine the rights of the parties. Upon depositing said funds and documents with the court, the closing agent shall have no further duties or responsibilities under these instructions. The parties jointly and severally agree to pay the closing agent's costs, expenses and reasonable attorney's fees incurred in any lawsuit arising out of or in connection with the transaction or these instructions, whether such lawsuit is instituted by the closing agent, the parties, or any other person.

Records Retention: After six (6) years from the completion of the Transaction, the Closing Agent may destroy all records, agreement and instruments relating to the closing of this Transaction, including all documentation and accounting information. All documentation may be retained electronically rather than actual original hard copies.

Notices. Any notice, declaration or request made under these instructions shall be in writing, signed by the party giving such notice or making such declaration or request, and personally delivered or mailed to the closing agent and other parties at their addresses set forth in these instructions.

Amendments. Any amendment, addition or supplement to these instructions must be in writing, signed by the appropriate parties and delivered to the closing agent.

Counterparts. These instructions may be executed in one or more counterparts with like effect as if all signatures appeared on one copy.

Effect. These instructions shall bind and benefit the parties, the closing agent, and their successors in interest.

Definitions. When used herein or in any amendment, addition or supplement hereto, words and phrases are defined and are to be construed as follows:

The words "buyer" and "seller" refer to all persons and entities identified as such by their signatures on this document, jointly and severally unless otherwise indicated, and shall be construed interchangeably with other similar terms such as "purchaser", "vendee", "vendor", "grantee" or "grantor" as may be appropriate in the context and circumstances to which such words apply.

The word "lender" refers to any lending institution or other party, including the seller if appropriate, that has agreed to provide all or part of the financing for the transaction or to which the buyer has made a loan application.

The phrase "these instructions" refers to the agreements, instructions and provisions set forth in this document and all amendments, additions and supplements to this document.

The phrase "the property" refers to the real property identified in the parties' agreement, including any other parcel of real property that will be used to secure payment of any obligation created in the transaction, and does not include any items of personal property unless otherwise specifically stated in these instructions.

The phrase "outside of escrow" refers to any duty, obligation or other matter which is the sole responsibility of the parties or of any party, and for which the closing agent shall have no responsibility or liability.

In these instructions, singular and plural words, and masculine, feminine and neuter words, shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

**MATTERS TO BE COMPLETED BY THE BUYER AND SELLER
IMPORTANT-READ CAREFULLY**

The following items must be completed by the parties, outside of escrow, and are not part of the closing agents' duties under these instructions.

Disclosures, Inspection and Approval of the Property. Any required disclosures concerning the property, or inspections or approvals of the property or of improvements, additions or repairs to the property will be arranged and completed by the parties, outside of escrow. The closing agent shall have no liability with respect to the accuracy of any disclosures made, or for the physical condition of the property, or any buildings, improvements, plumbing, heating, cooling, electrical, septic or other systems on the property, and no responsibility to inspect the property, or to otherwise determine or disclose its physical condition, or to determine whether any required disclosures have been made, or whether any required improvements, additions or repairs have been satisfactorily completed.

Personal Property. Any required inspections, approvals or transfers of possession of any owned or leased fixtures, equipment or other items of personal property included in the transaction, and payment of any personal property, sales or use taxes, will be completed by the parties outside of escrow. Unless otherwise instructed, the closing agent shall have no responsibility with respect to such personal property and shall not be required to determine the status or condition of the title to, encumbrances upon, ownership, or physical condition of such personal property, nor to calculate, pro-rate, collect, prepare returns for or pay any personal property tax, sales tax or use tax arising from the transaction.

Utilities. All orders, cancellations, transfers, payments and adjustment of accounts for water, sewer, garbage collection, electricity, gas, fuel oil, telephone, television cable and any other utilities or public services will be completed by the parties outside of escrow. Unless otherwise instructed, the closing agent shall have no responsibility to determine, collect, pay, pro-rate or adjust charges for installation or service for any utilities or public services, except to pro-rate existing recurrent assessments for public improvements, if any, which appear on the title report.

Fire or Casualty Insurance. If a new policy of fire, hazard or casualty insurance on the property is necessary to close the transaction, the buyer will arrange for the policy to be issued, outside of escrow, and will provide evidence of the required insurance coverage to the closing agent before the closing date. Unless otherwise instructed, the closing agent shall have no responsibility to contract for or obtain any policy of fire, hazard or casualty insurance on the property, or any assignment of such policy.

Possession of the Property. The transfer of possession of the property shall be arranged directly between the parties outside of escrow and shall not be the responsibility of the closing agent.

Collection Account. If any financing for the transaction will be provided by a private party, the parties are advised to open a collection account at a financial institution to receive and disburse payments to be made under the private promissory note or contract. The collection account shall be established by the parties outside of escrow and shall not be the responsibility of the closing agent.

Payment of Omitted Taxes. If any additional real property taxes are assessed for recent improvements made to the property and not added to the tax rolls before the closing date, the parties shall pay their respective shares of such omitted taxes, pro-rated as of the closing date, within 30 days after receipt of notification that such taxes have been assessed. The closing agent shall not be responsible or liable for any assessment, collection or payment of omitted taxes.

Individual Taxes. The parties are advised to consult with their attorneys to determine whether they must report income, deduct expenses or losses, or withhold or pay any income or business taxes as a result of the transaction. The closing agent shall have no responsibility for the parties' individual tax consequences arising from the transaction.

Reporting to Internal Revenue service of Sellers Proceeds: In compliance with the Tax reform Act of 1986 and the Taxpayer Relief Act of 1997, seller agrees to provide all information necessary, including seller's Taxpayer Identification Number (TIN), for the preparation of a 100-S Certification of Exemption Form or Form 1099-S as required by the Internal Revenue Service.

Foreign Investment in Real Property Tax Act. If any seller is, or may be, a non-resident alien or a foreign corporation, partnership, trust or estate for the purposes of United States income taxation, the parties are advised to consult with their attorneys before the closing date to determine their responsibilities and liabilities, if any, under the Foreign Investment in Real Property Tax Act (Section 1445 et seq. of the Internal Revenue Code). Except as otherwise provided by law, governmental regulation, these instructions or the parties' agreement, the closing agent is not required to verify the nationality or foreign status of any of the sellers, or to withhold, report or pay any amounts due under such act. If the parties' agreement provides that the closing agent shall, as a condition of closing, obtain any certification by the seller(s) as to their non-foreign status, such certification is not obtained, and closing nevertheless occurs, the closing agent shall withhold from the amount due sellers a sum equal to the amount required by law to be withheld, and shall, upon direction of the purchaser, remit said amount to the United States Treasury or the Internal Revenue Service in discharge of purchaser's withholding obligation.

Approvals and Permits. The parties are advised to consult with their attorneys to determine whether any building, zoning, subdivision, septic system, or other construction or land use permits or approvals will be required, either before or after the closing date. The closing agent shall have no responsibility with respect to any such permit or approval, and shall have no liability arising from the failure of any party to obtain, or from the refusal of any governmental authority to grant, any such permit or approval.

Compliance With Certain Laws. The parties are advised to consult with their attorneys to determine their rights and responsibilities, if any, with respect to disclosures concerning the condition of the property, or under the Consumer Protection Act, Truth-in-Lending Act, Interstate Land Sales Act or other similar laws. The closing agent shall have no responsibility for disclosures concerning the condition of the property, or for the parties compliance, nor any liability arising from the failure of any party to comply, with any such requirement or law.

GUARDIAN NORTHWEST TITLE COMPANY, LLC

dba Guardian Northwest Title and Escrow Company and First American Title of Skagit and Island Counties.

Providing excellent services and quality to

Meet your title and escrow needs

Privacy Policy Notice

Our Privacy Policy Notice is given to be in compliance with Title V OF THE Gramm-Leach-Bliley Act (GLBA), effecting Financial Institutions and/or their affiliates.

We may collect nonpublic information about you from the following sources:

- Information we receive from you such as on applications or other forms. Information about your transactions we secure from our files, or from others. Information we received from a consumer-reporting agency. Information that we receive from others involved in your transaction, such as the "real estate agent or lender."

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial services providers such as companies engaged in banking, consumer finance, securities and insurance. Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Thank you for choosing Guardian Northwest Title Company and its affiliated companies.

We value you as a customer and appreciate the opportunity to serve you.

NOTICE TO PARTIES

The services of the closing agent under these instructions will be performed by a person certified as a Limited Practice Officer under the Admission to Practice Rule 12, adopted by the Washington State Supreme Court. Under that rule, Limited Practice Officers may only select, prepare and complete certain documents or forms which have been approved for their use. The specific documents prepared are: See Attached Exhibit "A".

You are further advised that:

1. **THAT THE LIMITED PRACTICE OFFICER IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER (OR ANY) OF THE CLIENTS;**
2. **THAT THE DOCUMENTS PREPARED BY THE LIMITED PRACTICE OFFICER WILL AFFECT THE LEGAL RIGHTS OF THE CLIENTS;**
3. **THAT THE CLIENTS' INTERESTS IN THE DOCUMENT MAY DIFFER;**
4. **THAT THE CLIENTS HAVE THE RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR OWN SELECTION; AND**
5. **THAT THE LIMITED PRACTICE OFFICER CANNOT GIVE LEGAL ADVICE AS TO THE MANNER IN WHICH THE DOCUMENTS AFFECT THE CLIENTS.**

BY SIGNING THESE INSTRUCTIONS, EACH CLIENT ACKNOWLEDGES:

I have been specifically informed that the closing agent is forbidden by law from offering any advice concerning the merits of the transaction or the documents that will be used to close the transaction.

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek legal counsel if I have any doubt concerning the transaction or these instructions.

I have had adequate time and opportunity to read and understand these instructions and all other existing documents referred to in these instructions.

PURCHASER:

City of Seattle


By: Maureen Barnes, Authorized Agent

Purchaser's Mailing Address:

700 5th Avenue Suite 3200 AP, PO Box 34023

Seattle, WA 98124-4023

Home Phone:

Work Phone: (206) 684-3000

SELLERS:

Norman R. Hansen Trust dated May 22, 1997

By: Norman R. Hansen, Trustee

Seller's Mailing Address:

11653 West Shores Road Nw

Cass, MN 56633

Home Phone: (218) 654-5581

Work Phone:

Accepted:

By: _____

Katie Hickok

LPO Number: 10210

EXHIBIT "A"

ESCROW FILE NO.: 110454

Limited Practice Officer: Katie Hickok

TITLE FILE NO.: 110454

LPO NO.: 10210

PURCHASER(S): City of Seattle

SELLER(S): Norman R. Hansen Trust dated May 22, 1997

LIMITED PRACTICE BOARD FORMS

SECTION 1: MORTGAGE LENDING DOCUMENTS

 X
All documents approved and designed for use by the Secondary Mortgage Market, including Notes, Deeds of Trust, and Riders. The Secondary Mortgage Market is defined as federally related institutions such as FNMA, FHLMC and GNMA, except Regulation "Z".
Assignment of Mortgage
Assignment of Reserve Account Funds
Department of Housing and Urban Development Documents

SECTION 2: ESCROW DOCUMENTATION

AS CURRENTLY APPROVED BY LPO Board @ www.wsba.org/info/lpo-forms.htm

- X LPB No. 01-05 Cover Sheet
- LPB No. 10-05 Statutory Warranty Deed with various acknowledgements
- LPB No. 11-05 Statutory Warranty Deed (Fulfillment of REC) with various acknowledgements
- LPB No. 12-05 rev 12/06 Quitclaim Deed as currently revised
- LPB No. 13-05 Seller's Assignment of Contract and Deed
- LPB No. 14-05 Purchaser's Assignment of Contract and Deed
- LPB No. 15-05 rev 4/09 Bargain and Sale Deed as currently revised
- LPB No. 16-09 Special Warranty Deed with various acknowledgements
- LPB No. 20-05 rev 2/08 Deed of Trust (Short Form) with various acknowledgments
- LPB No. 21-05 Assignment of Deed of Trust with various acknowledgements
- LPB No. 22-05 Deed of Trust with various acknowledgements
- LPB No. 22A-05 Deed of Trust w/Due on Sale & Due Date with various acknowledgements
- LPB No. 23-05 Request for Full
- LPB No. 24-05 rev 1/09 Request for Partial Reconveyance
- LPB No. 28A-05 Promissory Note
- LPB No. 29-05 Request for Notice with various acknowledgements
- LPB No. 30-05 rev 12/06 Bill of Sale with various acknowledgements
- LPB No. 35-05 Subordination Agreement with various acknowledgements
- LPB No. 44-05 rev 3/09 Real Estate Contract (Short Form) with various acknowledgements
- LPB No. 45-05 rev 3/09 Real Estate Contract (Long Form) with various acknowledgements
- LPB No. 50-05 Mortgage with various acknowledgments
- LPB No. 51-05 Satisfaction of Mortgage with various acknowledgements
- LPB No. 52-05 Partial Release of Mortgage with various acknowledgements
- LPB No. 60-05 Satisfaction of Lien with various acknowledgments
- LPB No. 61-05 Partial Release of Lien with various acknowledgments
- LPB No. 62-05 Satisfaction of Judgment with various acknowledgments
- LPB No. 63-05 Partial Release of Judgment with various acknowledgements
- LPB No. 64-05 Waiver of Lien with various acknowledgments
- LPB No. 65-05 Partial Waiver of Lien with various acknowledgments
- LPB No. 70-05 Special Power of Attorney (Sale)
- LPB No. 71-05 Special Power of Attorney (Purchase/Encumber)
- LPB No. 73-08 Personal Property Security Agreement

SECTION 3: U.C.C. FORMS

All U.C.C. filing forms accepted by the Washington State department of Licensing, www.dol.wa.gov.

SECTION 4: EXCISE TAX AFFIDAVIT FORMS

 X
Real Estate Excise Tax Affidavit
Department of Licensing Forms
Auditor's Cover Sheet
Internally Approved Security Agreement Forms
Consumer Use Tax Return, from the Department of Revenue; www.dor.wa.gov.

SECTION 5: FARMERS HOME ADMINISTRATION FORMS

All documents approved and designated for use by the United States Department of Agriculture Farmers Home Administration in connection with closing a FMHA Loan on residential property.

INITIALS:
MLB
Purchaser

Seller

Katie Hickok
LPO Number: 10210



GUARDIAN NORTHWEST TITLE & ESCROW Formerly First American Title Company of Skagit County

1301-B Riverside Drive , Mount Vernon, WA 98273
Toll Free: (800) 869-7045 Phone: (360) 424-0111 Fax: (360) 395-3064 www.gnwttitle.com

Escrow File No.: 110454
Title Order No.: 110454

Purchaser(s): **City of Seattle**
Seller(s): **Norman R. Hansen Trust dated May 22, 1997**

**Supplement To
AGREEMENT AND ESCROW INSTRUCTIONS
For Purchase and Sale Transaction
Including Instructions to Record Documents and Disburse Funds**

This is a part of the Closing Agreement and Escrow Instructions signed by the parties under the Closing Agent's escrow file number set forth above. Except as expressly modified, changed or amended by this supplement, all terms and conditions of the Closing Agreement and Escrow Instructions, and any previous supplements, additions or amendments thereto, shall remain in effect.

"THE SELLER HAS APPROVED", SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS:

- Statutory Warranty Deed
- Real Estate Excise Tax Affidavit
-

"THE PURCHASER HAS APPROVED", SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE CLOSING AGENT UNDER THESE INSTRUCTIONS:

- Real Estate Excise Tax Affidavit
- Mortgage Lending Documents from lender
-

BY SIGNING THIS DOCUMENT, EACH PARTY ACKNOWLEDGES:

Conditions of Parties' Agreement Satisfied. All terms and conditions of the parties' Purchase and Sale Agreement dated 3/04/2016 have been met to my satisfaction, or will be met, satisfied or complied with outside of escrow.

Title Report Approved. The Preliminary Commitment for Title Insurance, including the legal description of the property and all attachments, supplements and endorsements to that report, issued by Guardian Northwest Title under order number 110454, are approved by me and made a part of these instructions by this reference.

Settlement Statement Approved. The Preliminary estimated settlement statement prepared by the closing agent is approved by me, made a part of these instructions by this reference, and I agree to pay my costs, expenses and other obligations itemized on that statement. I understand that any estimated amounts will be adjusted to reflect the exact amounts required when the funds are disbursed, that the settlement statement continues to be subject to audit at any time, and if any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it.

BY SIGNING THIS DOCUMENT, THE BUYER FURTHER ACKNOWLEDGES:

Property Approved. I have had adequate opportunity to inspect the property and to determine the exact location of its boundaries. The location and physical condition of the property and any buildings, improvements, plumbing, heating, cooling, electrical or septic systems on the property are approved. I understand that all inspections and approvals of the location and physical condition of the property are my sole responsibility, and are not part of the closing agent's duties and responsibilities. I hereby release and agree to hold the closing agent harmless from any and all claims of liability for loss or damage arising or resulting from any physical condition or defect on the property, or from the location of its boundaries.

Assumed Encumbrances Approved. I have had adequate opportunity to review the terms of payment, interest rates and conditions of any existing notes, deeds of trust, mortgages, contracts, assessments or other debts or obligations that I will assume and agree to pay in this transaction, and hereby approve the same.

Interpleader: In the event that the proposed sale fails to close pursuant to the Purchase and Sale Agreement the parties herein agree to execute a Rescission Agreement instructing how to disburse the monies in its possession. Should no Rescission Agreement, fully executed by both Purchaser(s) and Seller(s), be provided to "Closing Agent" within two months of the earlier of either: proposed closing date or the date upon which "Closing agent" was first notified that said transaction would not be closing, "Closing agent" may undertake the following without further approval from either party, either jointly or severally:

1. Inform both Purchaser(s) and Seller(s) herein, in writing, that unless they jointly execute and deliver a Rescission Agreement to "Closing Agent" within one month of date of said notification, closing agent may Interplead the monies then held to the Skagit County Superior Court.
2. Deduct from monies to be sent to the Court, Closing Agent & Title Company's costs and reasonable Attorney's fees incurred to bring said Interpleader action to the Court.

At which time as the monies and information, regarding the parties herein, are supplied to the Court, closing agent shall have no further duties or responsibilities under this transaction. The Superior Court will then determine the rights of the parties to the remaining funds and the responsibility of each party as to the costs of the Interpleader Action.

THE CLOSING AGENT IS INSTRUCTED TO PROCEED AS FOLLOWS:

Instruction to Close. The closing agent is instructed to perform its customary closing duties under these instructions, to deliver and record documents according to these instructions, and to disburse the funds according to the settlement statement, adjusting estimated amounts, when the closing agent has the documents required to close the transaction in its possession and has, or will obtain when the documents have been delivered and recorded:

1. Sale proceeds for the seller's account in the sum of \$ 70,000.00, to be disbursed according to the settlement statement
2. Loan proceeds for the purchaser's account in the sum of \$, to be disbursed according to the settlement statement
3. A policy of title insurance issued pursuant to the Preliminary Commitment for Title Insurance referred to above, insuring the purchaser with owner's or purchaser's standard or extended coverage with liability of \$ 70,000.00, Alta Mortgagee Policy or Standard Mortgagee Policy with liability of \$ having the usual clauses, provisions and stipulations customarily contained in the printed provisions and schedules of such policy forms, insuring the purchaser's title to the property against all defects or encumbrances except those set forth in the printed exceptions and exclusions customarily contained in the printed provisions and schedules of such policy forms, matters attaching by, through or under the purchaser, taxes not yet due, and the matters set forth in the following paragraphs of Schedule B and B-1 of the Preliminary Commitment for Title Insurance: **A-H, 2nd 1/2 2016 taxes**
4. Such other policies of title insurance as may be required by any lenders that are providing financing for the transaction.

Completion or Correction of Documents. The closing agent is instructed to correct any obvious or typographical errors found in any document deposited under these instructions, and to insert as necessary the closing date, the date on which interest begins to accrue, and the dates on which payments must be made, and instrument recording information, if such items are incomplete.

Adjustments and Pro-rations. The closing agent is instructed to adjust and pro-rate as of the closing date or , real estate taxes for the current year, rents, security deposits and recurrent assessments, if any .

Proceeds Check:

- Seller will pick up proceeds check.
- Mail proceeds check to seller at: _____

Wire proceeds(\$20.00 fee) to: _____

(Please Attach a voided check) ABA/Routing Number _____ Account Number _____

Bank Name	Account Name(s)
Bank Address	Seller Address
City/State	City/State

Additional Instructions:

BY SIGNING THIS DOCUMENT, EACH PARTY ACKNOWLEDGES:

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek independent legal counsel if I have any doubt concerning the transaction or these instructions.

I have had adequate time and opportunity to read and understand these instructions and all other documents referred to in these instructions.

PURCHASERS:

City of Seattle

By: Maureen Barnes, Authorized Agent

Date: 6-13-2016

SELLERS:

Norman R. Hansen Trust dated May 22, 1997

By: Norman R. Hansen, Trustee

When recorded return to:
City of Seattle/SCL RM SMT 3338
700- 5th Ave Ste 3200/ PO Box 34023
Seattle, WA 98124-4023

Recorded at the request of:
Guardian Northwest Title
File Number: 110454

Statutory Warranty Deed

THE GRANTOR Norman R. Hansen, Trustee of the Norman R. Hansen Trust dated May 22, 1997 for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, conveys and warrants to **The City of Seattle, a Municipal corporation of the State of Washington** the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:
Section 29, Township 36 North, Range 11 East; Ptn. Gov't Lot 6

Tax Parcel Number(s): P51855, 361129-0-004-0008

The North 1/2 of the South 1/2 of Government Lot 6, Section 29, Township 36 North, Range 11 East, W.M.

TOGETHER WITH a conditional easement of sufficient width for road purposes over and across lands owned by Gerald Peterson and H. Viola Peterson, husband and wife, in Section 29 and 32 of Township 36 North, Range 11 East, W.M., all as granted by decree entered October 26, 1970, in Skagit County Superior Court Cause No. 31312.

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, as per Exhibit "A" attached hereto

Dated _____

Norman R. Hansen Trust dated May 22, 1997

By: Norman R. Hansen, Trustee

STATE OF _____ }
COUNTY OF _____ } SS:

I certify that I know or have satisfactory evidence that Norman R. Hansen is the person who appeared before me, and said person acknowledged that He signed this instrument and acknowledged it as the Trustee of the Norman R. Hansen Trust dated May 22, 1997, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of _____
Residing at _____
My appointment expires: _____



REAL ESTATE EXCISE TAX AFFIDAVIT

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name

Form sections 1-3: Seller/Grantor and Buyer/Grantee information, including names, addresses, and tax correspondence details.

Form section 4: Street address of property, location details, and legal description of the property.

Legal description of property: The North 1/2 of the South 1/2 of Government Lot 6, Section 29, Township 36 North, Range 11 East, W.M. TOGETHER WITH a conditional easement of sufficient width for road purposes over and across lands owned by Gerald Peterson and H. Viola Peterson, husband and wife, in Section 29 and 32 of Township 36 North, Range 11 East, W.M., all as granted by decree entered October 26, 1970, in Skagit County Superior Court Cause No. 31312

Form section 5: Land Use Code(s) and exemption questions.

Form sections 6 and 7: Continuation/Compliance notices, owner signatures, and tax calculation table.

Form section 8: Certification of truth and correctness, and signatures of grantor and grantee.

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).