

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

SELLER: Fred Padoshek
Seller

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To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information.

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INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

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NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED

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AT 4153 Concord Ave., CITY Malaga,
STATE WA, ZIP 98828, COUNTY Chelan ("THE PROPERTY") OR AS
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

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SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

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

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FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

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SELLER IS/ IS NOT OCCUPYING THE PROPERTY.

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I. SELLER'S DISCLOSURES:

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If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

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	YES	NO	DON'T KNOW	N/A	
1. TITLE					38
A. Do you have legal authority to sell the property? If no, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39 40
*B. Is title to the property subject to any of the following?					41
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44
(4) Life estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46
*D. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	47
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	48 49

SELLER'S INITIALS FJP Date _____ SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
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(Continued)

	YES	NO	DON'T KNOW	N/A	50
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*J. Is there a boundary survey for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55
*K. Are there any covenants, conditions, or restrictions recorded against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					59
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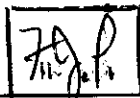
2. WATER

A. Household Water

(1) Does the property have potable water supply?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
(2) If yes, the source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					64
<input type="checkbox"/> Private well serving only the property * <input type="checkbox"/> Other water system					65
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
* (3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	67
* (4) Are there any problems or repairs needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	71
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	72
* (b) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	73
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	74
* (8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	75

B. Irrigation Water

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	87



SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
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(Continued)

	YES	NO	DON'T KNOW	N/A	92 93
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	94
If so, please identify the entity that supplies water to the property:					95
_____					96

C. Outdoor Sprinkler System 97

(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	98
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100

3. SEWER/SEPTIC SYSTEM 101

A. The property is served by: 102

<input type="checkbox"/> Public sewer system	103
<input checked="" type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)	104
<input type="checkbox"/> Other disposal system	105
Please describe: _____	106

B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107 108
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C. If the property is connected to an on-site sewage system: 109

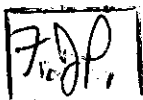
* (1) Was a permit issued for its construction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	110
* (2) Was it approved by the local health department or district following its construction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
(3) Is the septic system a pressurized system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113
* (5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115 116
If no, please explain: _____					117
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	118 119

4. ELECTRICAL/GAS 120

A. Is the property served by natural gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
B. Is there a connection charge for gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	122
C. Is the property served by electricity?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
D. Is there a connection charge for electricity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125

5. FLOODING 126

A. Is the property located in a government designated flood zone or floodplain?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
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SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

SELLER DISCLOSURE STATEMENT
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 (Continued)

	YES	NO	DON'T KNOW	N/A	128
6. SOIL STABILITY					129
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
7. ENVIRONMENTAL					131
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*B. Does any part of the property contain fill dirt, waste, or other fill material? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? <input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138
*F. Has the property been used for commercial or industrial purposes? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
*G. Is there any soil or groundwater contamination? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
*I. Has the property been used as a legal or illegal dumping site? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
*J. Has the property been used as an illegal drug manufacturing site? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
*K. Are there any radio towers in the area that cause interference with cellular telephone reception? <input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	145
A. Is there a homeowners' association? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	148
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					149
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B. Are there regular periodic assessments? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	153
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					154
<input type="checkbox"/> Other: _____					155
*C. Are there any pending special assessments? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	156
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	157
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					159
9. OTHER FACTS					160
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government? <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
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[Handwritten Signature]

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

YES NO DON'T KNOW N/A 164
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- *C. Is the property classified or designated as forest land or open space? YES NO DON'T KNOW N/A 166
 - D. Do you have a forest management plan? If yes, attach. YES NO DON'T KNOW N/A 167
 - *E. Have any development-related permit applications been submitted to any government agencies? YES NO DON'T KNOW N/A 168
- If the answer to E is "yes," what is the status or outcome of those applications? 169
-
- 170
- F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? YES NO DON'T KNOW N/A 171
 172

10. FULL DISCLOSURE BY SELLERS 173

- A. Other conditions or defects: 174
 - *Are there any other existing material defects affecting the property that a prospective buyer should know about? YES NO DON'T KNOW N/A 175
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- B. Verification 177
 - The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. 178
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SIGN HERE →

Fred Padoshek
 Seller Date
Fred Padoshek

Seller Date

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If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). 184
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**SELLER DISCLOSURE STATEMENT
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II. NOTICES TO THE BUYER 211

1. SEX OFFENDER REGISTRATION 212

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 213
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2. PROXIMITY TO FARMING 216

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 217
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III. BUYER'S ACKNOWLEDGEMENT 220

1. BUYER HEREBY ACKNOWLEDGES THAT: 221

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 222
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- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party. 224
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- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 226
227
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 228
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 229
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DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 231
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BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 237
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Buyer Date Buyer Date 240
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2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 242

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure. 243
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Buyer Date Buyer Date 245
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3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 247

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. 248
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Buyer Date Buyer Date 251
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SELLER'S INITIALS Date

SELLER'S INITIALS Date

**EASEMENT
(For Ingress and Egress)**

Grantor: Leland Edwards, a married man dealing in his sole and separate property

Grantee: Frederick Padoshek, a widower

Legal Description (abbreviated): Burdened Property: E½ SW¼ SW¼ Sec. 27, T. 22 N., R. 21, E.W.M., Chelan County, Washington. **Benefited Property:** Ptn. E½ NW¼ NW¼ Sec. 34, T. 22 N., R. 21, E.W.M., Chelan County, Washington. Additional legal on pages 1 and 2.

Assessor's Tax Parcel ID#: Burdened Property: 22-21-27-330-050

Benefited Property: 22-21-34-220-050

Parties and Properties

1.1 **Grantor.** LELAND EDWARDS, a married man dealing in his sole and separate property, is the owner of the following described parcel:

The East half of the Southwest quarter of the Southwest quarter of Section 27, Township 22 North, Range 21, E.W.M., Chelan County, Washington, EXCEPT right of way for Sweetwater Avenue on the North line thereof.

1.2 **Grantee.** FREDERICK PADOSHEK, a widower, is the owner of the following described parcel:

The East half of the Northwest quarter of the Northwest quarter of Section 34, Township 22 North, Range 21, E.W.M., EXCEPT a tract of land bounded as follows: Beginning at a point on the East line of the East half of the Northwest quarter of the Northwest quarter of Section 34, 724 feet South of the Northeast corner thereof, and thence running South on said East line 596 feet to the Southeast corner of said twenty acre tract; thence West to the Southwest corner of said tract; thence North on West line of said Tract 329 feet; thence turning to the right an angle of

EASEMENT (For Ingress and Egress)

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Jeffers, Daseloses, Sonn, and Aytward, P.S.
Attorneys at Law
2600 Chester Kirm Road / P.O. Box 1688
Wenatchee, WA 98807-1688
(509) 662-3685 / (509) 662-2452 FAX



1 80° and running 282 feet; thence turning to the left an angle of
2 14° and running 421 feet to the place of beginning. There is
3 ALSO EXCEPTED from said tract a right of way for a roadway
4 along West line thereof 19 feet in width from South side to
5 County Road.

6 AND EXCEPTING THEREFROM that parcel described as
7 follows: The East half of the Northwest quarter of the Northwest
8 quarter of Section 34, Township 22 North, Range 21, E.W.M.,
9 EXCEPT the North 207.00 feet of said subdivision; AND
10 EXCEPT that portion of said subdivision described as follows:
11 Beginning at a point on the East line of the East half of the
12 Northwest quarter of the Northwest quarter of Section 34, 724
13 feet South of the Northeast corner thereof, and thence running
14 South on said East line 596 feet to the Southeast corner of said
15 twenty acre tract; thence West to the Southwest corner of said
16 tract; thence North on West line of said Tract 329 feet; thence
17 turning to the right an angle of 80° and running 282 feet; thence
18 turning to the left an angle of 14° and running 421 feet to the
19 place of beginning; AND ALSO EXCEPT the West 19 feet of said
20 subdivision for a road right of way.

21 **Easement**

22 2.1 **Grant of Easement.** Grantor hereby conveys and quitclaims to Grantee a
23 nonexclusive easement as described herein of the type described herein for the purposes
24 described herein.

25 2.2 **Purpose.** The purpose of this easement is for ingress and egress. The
26 easement area may not be used for parking, storage, recreation or any other use.

2.3 **Consideration.** This easement is for and in consideration of the
settlement of a dispute between the parties.

2.4 **Benefited Property.** This easement is to benefit that property described in
paragraph 1.2 above.

2.5 **Burdened Property.** This easement is to burden that property described in
paragraph 1.1 above.

2.6 **Location of Easement.** The location of the easement is described as
follows:



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The westerly nineteen feet (19') of the Burdened Property running from the southerly boundary to the North boundary of Concord Avenue.

2.7 Term of Easement. The term of this easement is perpetual.

2.8 Maintenance and Repair. The cost of any maintenance and repair of the above easement shall be borne by the Grantee herein.

2.9 Rules, Regulations, Restrictions. Grantor reserves the right to establish reasonable rules, regulations and restrictions on the use of the easement.

2.10 Attorney Fees. In the event any party employs legal counsel to enforce any covenant of this easement, or to pursue any other remedy on default as provided herein, or by law, the substantially prevailing party shall be entitled to recover all reasonable attorneys' fees, appraisal fees, title search fees, other necessary expert witness fees and all other costs and expenses not limited to court action. Such sum shall be included in any judgment or decree entered.

2.11 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

2.12 Venue. The venue of any action taken to enforce any part of this easement shall be in Chelan County, Washington.

2.13 Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

2.14 Captions and Construction. The captions in this Easement are for the



1 convenience of the reader and are not to be considered in the interpretation of its terms.

2 "GRANTOR"

3
4 David E. Edwards
5 DAVID E. EDWARDS, Co-Attorney-in-Fact for
6 Leland Edwards

7 Rosalie A. Edwards
8 ROSALIE A. EDWARDS, Co-Attorney-in-Fact
9 for Leland Edwards

10 Date: 12-10-03

11 "GRANTEE"

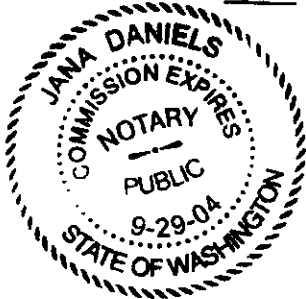
12 Frederick Padoshek
13 FREDERICK PADOSHEK

14 Date: 12/12/03

15 STATE OF WASHINGTON)
16 COUNTY OF Chelan) ss

17 I certify that I know or have satisfactory evidence that DAVID E. EDWARDS is
18 the person who appeared before me and said person acknowledged that he signed this
19 instrument, on oath stated that he was authorized to execute the instrument and acknowledged it
as a Co-Attorney-in-Fact for LELAND EDWARDS, to be the free and voluntary act of such party
for the uses and purposes mentioned in the instrument.

20 Dated this 10 day of December, 2003.

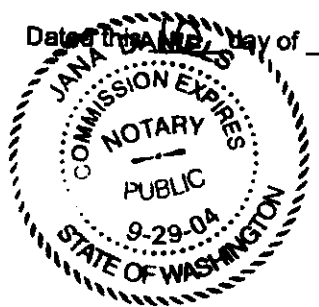


21 Jana Daniels
22 Typed/Printed Name Jana Daniels
23 NOTARY PUBLIC
24 In and for the State of Washington
25 My appointment expires 9-29-04
26



1 STATE OF WASHINGTON)
2 COUNTY OF Chelan) ss

3 I certify that I know or have satisfactory evidence that ROSALIE A. EDWARDS is
4 the person who appeared before me and said person acknowledged that she signed this
5 instrument, on oath stated that she was authorized to execute the instrument and acknowledged
6 it as a Co-Attorney-in-Fact for LELAND EDWARDS, to be the free and voluntary act of such party
7 for the uses and purposes mentioned in the instrument.



8 Dated this 14th day of December, 2003.

9 Jana Daniels
10 Typed/Printed Name Jana Daniels
11 NOTARY PUBLIC
12 In and for the State of Washington
13 My appointment expires 9-29-04

14 STATE OF WASHINGTON)
15 COUNTY OF Chelan) ss.

16 I certify that I know or have satisfactory evidence that FREDERICK PADOSHEK
17 is the person who appeared before me, and said person acknowledged that he signed this
18 instrument and acknowledged it to be his free and voluntary act for the uses and purposes
19 mentioned in the instrument.

20 Dated this 12th day of December, 2003.



21 Margaret M. Hunter
22 Typed/Printed Name Margaret M. Hunter
23 NOTARY PUBLIC
24 In and for the State of Washington
25 My appointment expires 1-21-08

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