

**AFTER RECORDING RETURN TO:**

D. B. Johnson Construction, Inc.  
1801 Grove St., Unit B  
Marysville, WA 98270



200602230071

Skagit County Auditor

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**Document Title:** Affordable Housing Compensation Agreement Providing For Transfer Fee - Sedro Woolley No. 1001

**Grantors:** D. B. Johnson Construction, Inc., Owner and all future owners, assigns, heirs and successors in interest

**Grantees:** LIR LLC, its assigns and heirs

**Legal Desc.:** LOT 10 OF THE PLAT OF SAUK MOUNTAIN VIEW ESTATES - NORTH - PHASE 1 - WILDFLOWER,  
ACCORDING TO THE PLAT THEREOF, AS RECORDED MAY 9, 2003, UNDER AUDITOR'S FILE NO.  
200305090001, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN SKAGIT COUNTY,  
WASHINGTON

**Assessor's Property Tax Parcel/Account Number:** P120315

**INSTRUCTIONS FOR ESCROW COMPANIES AND CLOSING AGENTS.**

At the time of a Transfer of a Property or a structure on a Property, the Transfer Fee due according to the terms of this Compensation Agreement shall be paid to Facilitator by the Transferor. **Payment of the Transfer Fee is a condition to Close of Escrow or other (non-exempt) Transfer of a Property.**

Any escrow agent or other entity entrusted with the collection of and disbursement of funds and the Transfer of a Property (as defined herein) is directed to complete an "Affidavit of Transfer" form, which is Exhibit B to this Compensation Agreement. The escrow agent or closing agent shall send the completed Affidavit and the Transfer Fee to the address for Facilitator on the Affidavit prior to the Close of Escrow.

If the Transfer is exempt from the Transfer Fee, the "Affidavit of Transfer" should be completed to indicate the reason for the exemption, and sent to Facilitator at the address on the form, prior to the Close of Escrow or other method of transfer.

**AFFORDABLE HOUSING COMPENSATION AGREEMENT  
PROVIDING FOR TRANSFER FEE  
SEDRO WOOLLEY NO. 1001**

**RECITALS**

During the planning, approval, and construction of the Plat of Sauk Mountain View Estates – North – Phase I - Wildflower and the planning, approval and construction of the houses on the Properties described in Exhibit A certain costs were incurred and the following fees were collected (or will be collected in the future) by or for the entities shown. The capitalized terms used in the recitals are defined in Section 1.

<u>FEE NAME</u>	<u>AMOUNT</u>	<u>AGENCY RECEIVING FUNDS</u>
Street Impact Fee	\$2,820.00 per Lot	City of Sedro Woolley
School Impact Fee (including admin fee)	\$2,045.00 per Lot	Sedro Woolley School District
Park Impact Fee	\$ 250.00 per Lot	City of Sedro Woolley
Police Mitigation Fee	\$ 250.00 per Lot	City of Sedro Woolley
McGargile Road Traffic Fee	\$1,500.00 per Lot	City of Sedro Woolley
Sewer General Facilities Fee	\$7,266.00 per Lot	City of Sedro Woolley

The above fees total \$14,131.00 per lot. These fees are generally collected by the agency involved in an attempt to offset the cost of construction of new public facilities, such as schools, parks or infrastructure, which benefit citizens and/or properties for several years into the future. These fees have been paid (or will be paid) by the Originator of this Compensation Agreement either directly to the agency or to another party that has received credit for infrastructure provided to the agency in the past, or indirectly in the negotiated acquisition price of the property, where a prior owner or developer of the property paid the fee to the agency or otherwise earned or was entitled to receive credit equal to the amount of the fee.

Originator owns the Property. In an effort to provide affordable housing to future Property Owners, the Originator has entered into a contract with LIR LLC (Facilitator). The contract permits Facilitator to collect from the Owners of the properties listed in Exhibit A, a payment due on the Transfer of a Property. The Originator will receive certain benefits stipulated in that contract. In determining the concession by Originator, a portion of the above fees and/or costs were considered along with Originator's use of the Property for a purpose less than its best and highest use.

Neither Originator nor Facilitator shall be responsible for how or when any of the public agencies spent or spends any money collected for the fees listed above. Due to the numerous infrastructure costs to Originator, whether paid in the form of a fee or for construction or indirectly in the acquisition cost of land, any refund of a fee or a part of a fee by a governmental agency, a utility provider or other public agency to Originator or any other entity shall not constitute a cause for any change in the terms of this Compensation Agreement.



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Skagit County Auditor

**Section 1 – DEFINITIONS.** Words used in multiple sections of this document are defined below. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- 1.1 **Close of Escrow** means the date on which a deed conveying a Property is recorded with county recording office of the county where a Property is located.
- 1.2 **Compensation Agreement** means this document, which is hereby dated February 17, 2006.
- 1.3 **Facilitator** is LIR LLC, a Washington Limited Liability Company.
- 1.4 **Mortgage** shall refer to any loan secured by a deed of trust, real estate contract, or any other form of security instrument recorded against a Property.
- 1.5 **Mortgagee** shall refer to the secured party under a deed of trust recorded against a Property. For the purposes of this Compensation Agreement, the term Mortgagee includes the vendor under a real estate contract.
- 1.6 **Originator** of this Compensation Agreement means the owner of the property listed in Exhibit A as of the date of recording of this Compensation Agreement.
- 1.7 **Owner** is the record owner of any of the properties specifically listed in Exhibit A. If a property is sold on a real estates contract (not a contract to purchase), the contract purchaser shall be considered the Owner.
- 1.8 **Person** is a human being or any entity with the legal right to hold title to real property.
- 1.9 **Property** is any property or any portion of a property specifically listed or described in Exhibit A. The term Property as used herein also includes any structure of portion of a structure located on a Property (or portion thereof) listed or described in Exhibit A.
- 1.10 **Purchase Price** is the total price or other consideration given by the Transferee in a transaction resulting in a Transfer, including any portion of the purchase price represented by a loan or loans, exchange property, or other forms of non-cash consideration, but excluding any third-party transaction costs or charges incurred by the Transferor or the Transferee in connection with the transaction. (If the Purchase Price is lower than the most current available assessed value of the Property as determined by the assessor's office of the county where the Property is located, the assessed value shall be used in the place of the Purchase Price.)
- 1.11 **Transfer** is any sale or exchange of a Property by an Owner, other than Originator, to a Transferee. None of the following transactions shall constitute a Transfer under this Compensation Agreement:



- a) The transfer of an interest in a Property to secure the performance of an obligation, such as a Mortgage or a lien, which is intended to be reconveyed upon the completion of such performance.
- b) A transfer resulting from a foreclosure (by judicial foreclosure or trustee's sale) by the Beneficiary of a Mortgage or a transfer in lieu thereof.
- c) Any interspousal transfer
- d) A transfer between a parent or parents and any of their children where there is no exchange of consideration as payment for the Property.
- e) Any transfer to an estate or heirs upon the death of an owner.
- f) Any transfer to another Person or entity with the identical ownership as the Transferee.
- g) Any transfer the Facilitator determines, in its sole and absolute discretion, is exempt.

**1.12 Transfer Fee** is the fee due to the Facilitator in connection with each and every Transfer of a Property. The Transfer Fee shall be One and One-half percent (1.5%) of the larger of the Purchase Price (.015 x Purchase Price) or the most current available assessed value of the Property as determined by the assessor's office of the county where the Property is located (.015 x assessed value) for each Transfer.

**1.13 Transferee** is the Person that takes ownership of a Property as the outcome of a Transfer.

**1.14 Transferor** is the Person that gives up ownership of a Property as the outcome of a Transfer.

**Section 2 – ACKNOWLEDGMENT OF BENEFIT AND RISK.** Each Owner who takes title to a Property acknowledges the benefit provided by the Originator's sale of the Property at an affordable purchase price. Further, each Owner acknowledges that in exchange for said affordable purchase price, Originator through the Facilitator will be compensated by the Transfer Fees described within. The Facilitator and Originator have entered into an agreement for the collection of Transfer Fees by Facilitator. Owners hereby agree that there is no requirement for the Facilitator and/or Originator to disclose the terms of said agreement, and further Facilitator and Originator may amend the terms of their agreement without notifying Owners and with no affect on this Compensation Agreement. It is acknowledged by all parties and all Owners that Originator and Facilitator have completed all requirements necessary to be entitled to receive such Transfer Fees.

It is expected that the Transfer fees collected will over time exceed the costs and fees described in the Recitals section of this Compensation Agreement and/or any other concessions by Originator. However the timing and amount of such fees is unpredictable, and Originator accepts the risk that the value of the compensation received as Transfer Fees may be less than the fees and costs described in the Recitals and paid by Originator.

**Section 3 – RUNS WITH THE LAND.** The Property shall be held, transferred, sold, conveyed, and leased subject to all terms of this Compensation Agreement, until such time as Facilitator records a release with the recording office of the county where the property is located. (No such



release is anticipated.) The provisions hereinafter set forth shall run with the title to each Property and shall be binding on all Persons having any right, title or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and may be enforced by Facilitator. The terms of this agreement shall survive the closing of any Transfer and not merge with any deed reflecting such Transfer.

**Section 4 – NOTICE TO ESCROW COMPANIES AND CLOSING AGENTS.** At the time of a Transfer of a Property or a structure on a Property, the Transfer Fee due according to the terms of this Compensation Agreement shall be paid to Facilitator by the Transferor. **Payment of the Transfer Fee is a condition to Close of Escrow or other (non-exempt) Transfer of a Property.**

Any escrow agent or other entity entrusted with the collection of and disbursement of funds and the transfer of a Property is directed to complete an "Affidavit of Transfer" form, which is Exhibit B to this Compensation Agreement. The escrow agent or closing agent shall send the completed Affidavit and the Transfer Fee to the address for Facilitator on the Affidavit prior to the Close of Escrow.

If the Transfer is exempt from the Transfer Fee, the "Affidavit of Transfer" should be completed to indicate the reason for the exemption, and sent to Facilitator at the address on the form, prior to the Close of Escrow or other method of transfer.

The Facilitator may revise the "Affidavit of Transfer" form by recording a revised version with the county recording office, with a reference to this Compensation Agreement.

**Section 5 – TRANSFER FEE.** A Transfer Fee shall be paid to the Facilitator in connection with each and every Transfer in the amount determined as provided in Section 1.12 on or before the Close of Escrow or the effective date of each Transfer if earlier than Close of Escrow. A Transfer fee is to be paid to Facilitator each and every time that there is a Transfer, meaning that a Property (or portion thereof) will be subject to a Transfer Fee each and every time that there is a Transfer of its ownership, subject to all other terms herein.

If a particular transaction involves more than one Transfer solely because the Property is held for an interim period by an accommodation party as a part of a tax-deferred exchange under the Internal Revenue Code, and provided there is no increase in consideration given, then for the purposes of this Agreement, only one Transfer shall be deemed to have occurred and only one Transfer Fee must be paid in connection therewith. The Transfer Fee shall be due at the time of the first Transfer of a Property even though the entire tax-deferred exchange transaction may not be completed at that time.

The obligation to pay the Transfer Fee in each Transfer is the obligation of the Transferor in each transaction and not an obligation of any other Owner of a Property subject to this Agreement. If the Transferor fails to pay the Transfer fee, the Facilitator may take all actions authorized under law and this Compensation Agreement (including, but not limited to, the filing of a notice of claim of lien against the Property) to collect the Transfer Fee, late fees and late payment interest from the Transferor. All payments due under this Compensation Agreement shall be considered the joint



and several obligation of each Transferor in cases where ownership of a Property rests with more than one Person. In addition, the Facilitator shall have the right to file a notice of claim of lien against the Property.

Each Owner who acquires a Property shall (a) notify any Person the Owner intends to transfer the Property to of this Compensation Agreement, (b) provide such Person a copy of this Compensation Agreement and (c) notify such Person that upon taking title to the Property, as an Owner, the Person will be obligated to comply with all terms of this Agreement.

**Section 6 – LATE FEES AND LATE PAYMENT INTEREST RATE.** If a payment is not received by Facilitator within ten (10) days after the Close of Escrow, a late fee equal to 5% of the amount due shall automatically and immediately become due and payable. Collection or failure to collect the late charge shall not limit Facilitator's rights under this Compensation Agreement.

The interest rate on all payments more than ten (10) days late (including any fees or other amounts assessed) shall be accrued at 12% per annum or the highest legal rate allowed by law if lower. Late fees and interest at the late payment interest rate accrued from the date of the Close of Escrow will be added to other amounts owed.

**Section 7 – FURTHER SUBDIVISION OR SEPARATION OF OWNERSHIP.** If any one or more of the properties becomes subject to some form of separate ownership, for example by subdivision or the recording of a condominium, the terms of this Compensation Agreement shall automatically apply to each newly created Property or parcel.

**Section 8 – SUBORDINATION.** In consideration of benefits to Facilitator from Owner, receipt and sufficiency of which is hereby acknowledged, and to induce Mortgagee to advance funds under its Mortgage and all agreements in connection therewith, the Facilitator does hereby subordinate the lien of this Compensation Agreement to the lien of Mortgagee, and all advances or charges made or accruing there under including any extension or renewal thereof, subject to Sections 9 and 10.

Facilitator recognizes that Mortgagee has no obligation to advance any funds under its mortgage or see to the application of Mortgagee's mortgage funds, and any application or use of such funds for the purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part, subject to Section 4 of this Compensation Agreement.

The heirs, administrators, assigns, and successors in interest of the Facilitator and Originator shall be bound by this subordination.

**Section 9 – RIGHT TO LIEN.** The Facilitator has a right to claim a lien on the Property for unpaid amounts due under this Compensation Agreement. If a Transfer takes place and the Transfer Fee is not paid as required by this Compensation Agreement, Facilitator shall record a notice of claim of lien against the Property with the recording office of the county where the Property is located. Recording of such notice shall constitute perfection of the lien for the amounts due, including late fee and late payment interest accrued until the time payment is received.



In the absence of such recorded notice regarding the Transfer Fee due as the result of an earlier Transfer, any escrow agent or title insurance provider involved with a current Transfer, any mortgage lender that subsequently loans funds secured by the Property, and any Transferee taking ownership of the Property in a current transfer shall be indemnified by Facilitator and Originator and not responsible for the payment of past due Transfer Fees resulting from the earlier Transfer. (The Transfer Fee due on a current Transfer shall remain an obligation of current Transferor and a condition to the Close of Escrow.)

**Section 10 – FORECLOSURE BY MORTGAGEE.** No sale at public auction as a result of a foreclosure proceeding by a Mortgagee or granting of a deed to Mortgagee in lieu of foreclosure or other form of repossession by a Mortgagee shall impair or otherwise affect the Facilitator's right to collect payment of any Transfer Fee due in connection with the later Transfer of the Property from a Transferor obligated to pay it. Any party that obtains ownership of the Property as a result of any such action or sale shall be obligated to all terms of this Compensation Agreement, including the payment of the Transfer Fee at the time that such Owner is a Transferor of the Property. Future (non-exempt) Transfers shall be subject to the Transfer Fee, as provided for in this Compensation Agreement.

**Section 11 – PROTECTION OF FACILITATOR'S INTEREST IN THE PROPERTY.** If (a) Owner fails to perform the covenants and agreements contained in this Compensation Agreement, or (b) there is a legal proceeding that might significantly affect Facilitator's interest in the Property and/or rights under this Compensation Agreement (such as a proceeding in bankruptcy, probate, for condemnation or forfeitures, for enforcement of a lien which may attain priority over this Compensation Agreement or to enforce laws or regulations) or (c) Owner has abandoned the Property, then Facilitator may do and pay for whatever is reasonable or appropriate to protect Facilitator's interest in the Property and rights under this Compensation Agreement, including protecting and/or assessing the value of the Property and securing and/or repairing the Property. Facilitator's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Compensation Agreement; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Compensation Agreement, including its secured position in a bankruptcy proceeding.

Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Facilitator may take action under this Section 11 Facilitator does not have to do so and is not under any duty or obligation to do so. It is agreed that Facilitator incurs no liability for not taking any or all actions authorized under this Section 11.

Any amounts disbursed or costs incurred by Facilitator under this Section 11 shall become an additional amount immediately due under this Compensation Agreement. These amounts shall bear interest at the late payment interest rate (as defined in Section 6) from the date of disbursement and shall be payable, with such interest, upon notice from Facilitator to Owner requesting payment.





**Section 12 – COSTS OF COLLECTION.** Owner shall be required to pay: (a) all costs and expenses, including without limitation attorneys' fees, in the event that Facilitator consults an attorney regarding a default by Owner even though suit is not instituted; (b) attorneys' fees and all other costs, expenses and fees incurred by Facilitator, including costs on appeal, in the event that suit is instituted on this Compensation Agreement; (c) all costs and expenses, including, without limitation, attorneys' fees incurred by Facilitator in connection with any bankruptcy, forfeiture, insolvency or reorganization proceeding or receivership in which owner is involved, including, without limitation, those incurred in making appearances in any such proceeding or in seeking relief from any stay or injunction issued in or arising out of any such proceeding.

**Section 13 – FORBEARANCE BY FACILITATOR IS NOT A WAIVER.** Extension of the time for payment of the sums secured by this Compensation Agreement granted by Facilitator to any Owner or other party shall not operate to release the liability of the Owner. Any forbearance by Facilitator in exercising any right or remedy including, without limitation, Facilitator's acceptance of payments from third persons, or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy. Facilitator reserves the right at its sole discretion to extend payment dates.

**Section 14 – IMPAIRMENT OF FACILITATOR'S INTEREST IN PROPERTY.** Owner shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Facilitator's judgment, could result in forfeiture of the Property or other material impairment of Facilitator's interest in the Property or rights under this Compensation Agreement. Owner can cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Facilitator's judgment, precludes forfeiture of the Property or other material award or claim for damages that are attributable to the impairment of Facilitator's interest in the Property.

**Section 15 – GOVERNING LAW; SEVERABILITY; RULES OF CONSTRUCTION.** The law of the jurisdiction in which the Property is located shall govern this Compensation Agreement. All rights and obligations contained in the Compensation Agreement are subject to any requirements and limitations of applicable law. Applicable law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Compensation Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Compensation Agreement, which shall remain in full force and effect.

The venue of any suit or legal action instituted shall be Snohomish County, Washington.

As used in this Compensation Agreement: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

Except for the definitions in Section 1, where the heading in each subsection is the word defined, section headings are for convenience only and may not be used in interpretations.



Nothing herein creates any right or remedy for the benefit of any Person not a party hereto or creates a fiduciary relationship, an agency or a partnership.

**Section 16 – NOTICES.** All notices given by Owner or Facilitator in connection with this Compensation Agreement must be in writing. Any notice to Owner in connection with this Compensation Agreement shall be deemed to have been given to Owner when mailed by first class mail or when actually delivered to Owner's notice address if sent by other means. The notice address shall be the Property address, unless Owner has designated a substitute notice address by notice to Facilitator. Owner shall promptly notify Facilitator of Owner's change of address. If Facilitator specifies a procedure for reporting Owner's change of address, then Owner shall only report a change of address through that specified procedure. There may be only one designated notice address for each Owner under this Compensation Agreement at any one time. Any notice to Facilitator shall be given by delivering it or by mailing it by first class mail to Facilitator at LIR LLC, PO Box 1416, Marysville, WA 98270, unless Facilitator has designated another address by notice to Owner or by recording such notice with the county recording office. Any notice in connection with this Compensation Agreement shall not be deemed to have been given to Facilitator until actually received by Facilitator.

The Facilitator shall have the right to release information regarding amounts currently due and past due under this Compensation Agreement and/or other necessary information to the purchaser, the title insurance company, and the closing agent, or any other party or entity involved in a Transfer or a pending Transfer, whether or not such information is requested.

**Section 17 – ASSIGNABLE.** All rights and responsibilities of Facilitator under this Compensation Agreement are assignable by Facilitator. If an assignment of the right to collect Transfer Fees is made, notice of the assignment shall be recorded with county's recording office by the Facilitator and/or its assignee.

**Section 18 – INTEGRATION.** This Compensation Agreement constitutes the entire understanding between the parties. No modification of this Compensation Agreement, other than those provided for within, shall be effective unless agreed to in writing and signed by Facilitator and Owner. Any such modification shall take effect upon being recorded with the recording office at the county where the Property is located.

**Section 19 – INDIVIDUAL PROPERTY/OWNERS.** This contract applies to each Property and Owner individually. If any part of this contract or the entire contract is determined to be unenforceable or is rescinded as to any one Property or Owner for any reason, that result shall not be conclusively deemed to apply to any other individual Property or Owner unless such result is acknowledged in writing by Facilitator.

*[Signature page follows.]*

Originator: D. B. Johnson Construction, Inc.



David B. Johnson  
David B. Johnson, President

2/17/06  
Date

State of Washington )  
County of Snohomish )

I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of D. B. Johnson Construction, Inc. to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: Feb 17, 2006  
Name: Marie K English  
Notary Public in and for the State of  
Washington residing at Manysville  
My appointment expires: Dec 4, 2007

Facilitator: Local Infrastructure Recovery LLC  
dba LIR LLC

David B. Johnson  
David B. Johnson, Member

2/17/06  
Date

State of Washington )  
County of Snohomish )

I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of Local Infrastructure Recovery LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: Feb 17, 2006  
Name: Marie K English  
Notary Public in and for the State of  
Washington residing at Manysville  
My appointment expires: Dec 4, 2007

**EXHIBIT A**

**List of Properties**

LOTS 10 OF THE PLAT OF SAUK MOUNTAIN VIEW ESTATES – NORTH – PHASE 1 –  
WILDFLOWER, ACCORDING TO THE PLAT THEREOF, AS RECORDED MAY 9, 2003,  
UNDER AUDITOR'S FILE NO. 200305090001, RECORDS OF SKAGIT COUNTY,  
WASHINGTON

SITUATE IN SKAGIT COUNTY, WASHINGTON



**EXHIBIT B**  
**AFFIDAVIT OF TRANSFER**

Directions: Transferor is responsible for completing and signing this Affidavit at the time a Property is transferred. This form should accompany payment of the Transfer Fee due under the Affordable Housing Compensation Agreement. After completing this Affidavit, this Form and the applicable Transfer Fee should be mailed to: **L I R LLC**  
**P.O. Box 1416**  
**Marysville, WA 98270**

Closing Agents: Check for recorded updates to this address and/or this form.

Transferor Name:	
Transferee Name:	
Transfer Date:	
Legal Description of Property:	
Address of Property:	
Tax Parcel Number of Property:	
Purchase Price:	
Assessed Value:	

**Calculation of Transfer Fee Due:**

Larger of ☐ Purchase Price or ☐ Assessed Value x Transfer Fee Rate (1.5%) = Transfer Fee Due

\$ \_\_\_\_\_ X .015 = \$ \_\_\_\_\_

This Transfer is exempt from the Transfer Fee because of the following: (Check one and provide documentation\*.)

- ☐ Transfer was result of foreclosure or a transfer of deed in lieu of foreclosure.  
☐ Transfer was between spouses.  
☐ Transfer was from a parent or parents to their child(ren) without consideration.  
☐ Transfer was to an estate or heirs on the death of an Owner.  
☐ Transfer was to a Person or entity with the identical ownership of Transferor.  
☐ Transfer was only for the purpose of securing a debt. (Deed of Trust, etc.)  
☐ Other – describe here \_\_\_\_\_

**\*To qualify as an exempt transfer, complete documentation of the basis for exemption must be sent with this form.**

I certify that the above information is true, complete and correct. I hereby direct the escrow agent closing this transaction to calculate the Transfer Fee due, withhold the Transfer Fee from the sales proceeds due to me and to forward the Fee to the address above.

Transferor signature: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that to the best of my knowledge the above information accurately reflects the transfer of the Property described above, between the two parties named above.

Closing agent signature: \_\_\_\_\_ Date: \_\_\_\_\_

Closing Agent Name: (Please print) \_\_\_\_\_

Contact Information: \_\_\_\_\_

