



Mark DeCoursey &lt;mhdecoursey@gmail.com&gt;

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**FW: Settlement**

1 message

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**Nourse, Brent L.** <NourseB@lanepowell.com>  
To: Mark DeCoursey <mhdecoursey@gmail.com>

Fri, Sep 26, 2008 at 10:00 AM

Please call me.

**Brent L. Nourse**

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*Lane Powell, one of Washington's "Best Workplaces" (Puget Sound Business Journal, 2008), and one of the "100 Best Companies to Work For in Oregon" (Oregon Business magazine, 2008).*

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**From:** Matt Davis [mailto:[mdavis@demcolaw.com](mailto:mdavis@demcolaw.com)]  
**Sent:** Friday, September 26, 2008 9:56 AM  
**To:** Nourse, Brent L.  
**Subject:** Settlement

As we discussed, Windermere is genuinely interested in settling its dispute with the DeCourseys by purchasing their house.

The terms of the sale would be cash at closing for a statutory warranty deed. The sale would be expressly as-is with an express assumption of the risk of all flaws and defects, whether known or unknown. The only contract term regarding the condition of the property would be the DeCourseys' promise that the house would in the same condition at closing. The agreement would contain the confidentiality provision I sent you earlier. Closing could be 30 or 60 days. All claims concerning Windermere and Stickney would be dismissed with prejudice and without costs.

The DeCourseys' claims with respect to [REDACTED] would not be affected.

Windermere will not make an initial offer without an opportunity to inspect the house beforehand. I understand

that is an issue for the DeCourseys.

I believe that Windermere would be willing to negotiate a price without inspecting the house first if the DeCourseys' made the first offer and a deal could be worked out. I do not have any authority regarding such an offer or agreement yet, but I do believe that if the DeCourseys made a written offer to sell the house to Windermere under these terms for \$500,000, I could deliver a written acceptance within 24 hours. Our research indicates that if the house had no serious defects, it would sell for \$450,000 to \$475,000 in this market with a market time of 3-9 months.

*The good lawyer is not the man who has an eye to every side and angle of contingency, and qualifies all his qualifications, but who throws himself on your part so heartily, that he can get you out of a scrape.*

*- Ralph Waldo Emerson*

Matthew F. Davis

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