

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. Date: Nov 17th, 2008 MLS No.: None
2. Buyer: ISLAND COUNTY
3. Seller: Carrine OR Hieb Trustee of Henry A and Corrine OR Hieb Trust
4. Property: Tax Parcel No(s): R23115-410-4730 PRA3115-362-42901 Island County: Island
Street Address: 878 S West Camano Dr Camano Island Washington 98282
Legal Description: Attached as Exhibit A.
5. Included Items: ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ other: All appliances NO APPLIANCES 90
6. Purchase Price: \$ 885,100.00 (EIGHT HUNDRED EIGHTY FIVE THOUSAND ONE HUNDRED)
7. Earnest Money: (To be held by ☐ Selling Broker; ☐ Closing Agent)
Personal Check: \$ None
Note: \$ None
Other (): \$ None
8. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. Disclosures in Form 17: Buyer will ☐; will not ☐ have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17
10. Title Insurance Company: PACIFIC NORTHWEST TITLE INSURANCE COMPANY INC.
11. Closing Agent: ☐ a qualified closing agent of Buyer's choice; ☐ Pacific Northwest Escrow
12. Closing Date: Dec. 17 2008 or sooner
13. Possession Date: ☐ on Closing; ☒ Other Seller may occupy until note is fully paid & Buyer
14. Offer Expiration Date: Gives Seller 30 days notice prior to final payment & 90
15. Services of Closing Agent for Payment of Utilities: ☒ Requested (attach NWMLS Form 22K); ☐ (Waived)
16. Charges and Assessments Due After Closing: ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
17. Agency Disclosure: Selling Licensee represents ☐ Buyer; ☐ Seller; ☒ both parties; ☐ neither party
Listing Agent represents ☒ Seller; ☐ both parties
18. Addenda: _____

John Dean 11-17-08
Buyer's Signature JOHN DEAN Date
BOCC CHAIRMAN

Buyer's Signature _____ Date _____

Buyer's Address ISLAND COUNTY GOV Date _____

City, State, Zip _____

PO Box 5000

Phone _____ Fax _____

360-679-7378 360-240-5551

Buyer's E-mail Address _____

Camano Properties LLC 7814

Selling Broker _____ MLS Office No. _____

Camano Properties None

Selling Licensee (Print) _____

360 387 7999 360 387 1677

Phone _____ Fax _____

Carrine R. Hieb 11/14/08
Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

5831 114TH AVE NE

Seller's Address _____

Kirkland WA 98033

City, State, Zip _____

425-822-5710

Phone _____ Fax _____

Seller's E-mail Address _____

Camano Properties LLC 7814

Listing Broker _____ MLS Office No. _____

Don Timmerman

Listing Agent (Print) _____

360-387-7999 360 387 1677

Phone _____ Fax _____



RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

(continued)

- a. **Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds or gifts, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the costs thereof) unless the parties agree otherwise in writing.
- c. **Included Items.** Any of the following items located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennae; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and all bathroom and other fixtures. However, items identified in Specific Term No. 5 are included only if the corresponding box is checked. If any of the above included items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance agrees to pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

Initials: BUYER: gp DATE: 11-17-08 SELLER: CRIT DATE: 11/14/08
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
Buyer Date



Form 21

Residential Purchase & Sale Agreement

Revised 10/07

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

f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. If possession transfers at a time other than Closing, the parties agree to execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 16, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller agrees to provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 16.

i. **Sale Information.** The Listing Agent or Selling Licensee is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale.

j. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

k. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Actual receipt by Selling Licensee of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to

Initials: BUYER: JB DATE: 11-17-08 SELLER: CRH DATE: 11/14/08
 BUYER: DATE SELLER: DATE



RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

(continued)

NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice.

l. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, shall occur on the next day that is not a Saturday, Sunday, or legal holiday. If the parties agree upon and attach a legal description after this Agreement is signed by the offeror and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

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

n. Integration. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller.

o. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.

p. Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:

i. Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

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

r. Offer. Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 8:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

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

t. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

Initials: BUYER: SD DATE: 11-17-08 SELLER: CRG DATE: 11/14/08
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
~~BUYER: _____ DATE: _____~~



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

- u. **Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 159-165
- v. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 166-173
- w. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 174-176
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Licensee. In addition, Licensees do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers. 177-195
- y. **Disclosures in Form 17.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17) and if, in Specific Term No. 9, the parties agree that Buyer will have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer may bring an action in tort for negligent misrepresentation against Seller based upon the disclosures in Form 17. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 9, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17. Buyer maintains the right to bring any and all claims permitted under the common law, including fraud. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. 196-205

Initials: BUYER: JD DATE: 11-17-08 SELLER: CRH DATE: 11/14/08 206
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 207
~~BUYER: _____ DATE: _____~~



NWMLS Form 22C

Payment Terms Addendum

Rev. 03/03

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PAYMENT TERMS ADDENDUM TO PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated Nov 17th, 2008 1
between ISLAND COUNTY ("Buyer") 2
and Henry A. And Corrine OR. Hieb Trust Corrine OR. Hieb Trustee ("Seller") 3
concerning 878 S. West Camano Dr. Parcel R23115-362-4290 ("the Property") 4

METHOD OF PAYMENT (Check and complete each applicable paragraph):

- ☒ NOTE AND DEED OF TRUST. Buyer agrees to pay \$105,100.00 5
down, including Earnest Money, at Closing and the balance of the Purchase Price to Seller in monthly installments of 6
(interest only) \$3900.00 or more at Buyer's option, including interest from 7
the date of Closing at the rate of 6.9% % per annum on the unpaid principal, on or before 8
the 17th day of each month, commencing: 30 days following the Closing 9
☒ OCT 17th, 2009 This indebtedness shall be evidenced by a Promissory Note and a 10
☐ first position ☐ second position (first, if not filled in) Deed of Trust, as set forth below. 11

Due Date. The entire balance of principal and interest shall be due and payable 3 years or sooner 13
years from the date of Closing ☐ on _____ 14

Default and Default Interest. The principal shall bear interest at the rate of _____ % per annum (18% if not 15
filled in) or the maximum rate allowed by law, whichever is less, during any period of Buyer's default. A late charge of 16
_____ or _____ % of the installment payment (5% of the installment 17
payment if neither is filled in) shall be added to any installment payment more than _____ 18
days late (15 days if not filled in). If Buyer has not cured any default within _____ (30 days if not filled in) 19
after written notice, Seller may declare all outstanding sums immediately due and payable. 20

Promissory Note. Buyer agrees to sign at Closing the NWMLS Form 22M Promissory Note (revised 7/99 or later) 21
(LPB Form 28A) and LPB Form 22 Deed of Trust securing the Property, or an equivalent form, which must be 22
attached to this Agreement. 23

Due on Sale. Unless the Commercial Property clause is initiated by Buyer and Seller, the Due on Sale clause is the 24
only optional clause that applies. The following language shall be added to the form Deed of Trust: 25

This Property may not be sold or transferred without Beneficiary's consent. Upon breach of this provision, 26
Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable, unless 27
prohibited by applicable law. 28

(NOTE: If the Property is primarily for agricultural purposes, then a nonjudicial foreclosure/forfeiture remedy is avail- 29
able only by using a real estate contract.) 30

REAL ESTATE CONTRACT. Buyer agrees to pay _____ down, including Earnest Money, at 31
Closing and the balance of the Purchase Price in monthly installments to Seller of _____ 32
or more at Buyer's option, including interest from the date of Closing at the rate of _____ % 33
per annum on the declining principal balance, on or before the _____ day of each month, commencing: 34
☐ 30 days following the Closing of this sale ☐ _____. The first payment shall be adjusted to 35
include any interest accrued. The parties agree to sign Limited Practice Board Form 44 Real Estate Contract secur- 36
ing the Property which must be attached to this Agreement. The "Due on Sale" clause is the only optional clause 37
which will apply unless other optional clauses are initiated by both parties. In addition, the following shall be added to 38
the form Real Estate Contract: "It is further agreed that Buyer will pay real estate taxes and hazard insurance as they 39
come due, and that Buyer will provide Seller with evidence of those payments." 40

☐ Cash Out. The entire balance of principal and interest shall be due and payable: ☐ 41
years from the date of Closing ☐ on _____ 42

Initials: BUYER: gd DATE: 11-17-08 SELLER: CRH DATE: 11/14/08 43
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 44
BUYER DATE



**PAYMENT TERMS ADDENDUM TO
 PURCHASE & SALE AGREEMENT**
 (continued)

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☐ **CASH DOWN TO EXISTING LOAN.** Buyer agrees to assume, at Closing, an existing ☐ Deed of Trust ☐ Mortgage ☐ Real Estate Contract securing the Property and to pay the balance of the Purchase Price in cash, including Earnest Money, at Closing. Seller guarantees that such obligation is assumable provided that Buyer complies with and agrees to abide by any requirements or conditions imposed by the holder of the obligation to be assumed. Seller understands that when a loan is "assumed," the Seller remains liable to pay the lender if the Buyer fails to do so. The assumed loan ☐ is ☐ is not an Adjustable Rate Mortgage (ARM). The monthly payments could increase or decrease if the assumed loan is an ARM. The assumed loan has a principal balance of approximately _____ and is payable in monthly installments of approximately _____ including interest at _____ % per annum computed on the declining principal balance, and including ☐ real estate taxes ☐ hazard insurance. Seller authorizes Closing Agent to pay any delinquent payments from money due Seller at time of Closing.

☐ **SELLER WRAP OF EXISTING LOAN.** Buyer agrees to pay _____ down including the Earnest Money, at Closing and the balance to Seller in monthly installments of _____, or more at Buyer's option, including interest at _____ % per annum computed on the unpaid principal, commencing 30 days following Closing ☐ _____. The then unpaid principal balance shall, at Seller's option, bear interest at the rate of _____ % per annum (18% if not filled in) or the maximum rate allowed by law, whichever is less, during any period of Buyer's default. From the payments by Buyer to Seller, Seller will pay the monthly payments of _____ due on an existing loan by _____ (the lender) having an approximate present principal balance of _____ with interest at _____ % per annum computed on the unpaid principal and secured by the Property. Such balance remains the obligation of the Seller and Seller agrees to pay such obligation in accordance with its terms and conditions. Buyer shall have the right to remedy any default on the underlying obligation, provided Buyer is not in default to the Seller, and all sums so paid shall be credited to Buyer's payments to Seller. Buyer and Seller agree to sign, at Closing, the form ☐ Real Estate Contract ☐ Note and Deed of Trust, securing the Property which must be attached to this Agreement.

☐ **PAYMENTS TO COLLECTION ACCOUNT.** The above payments are to be made to a contract collection account at _____ Bank, _____ Branch, to be established and paid for by Buyer and Seller equally.

☐ **CREDIT REPORT CONTINGENCY.** This Agreement is subject to Seller's approval of Buyer's credit report, which approval shall not be unreasonably withheld. Buyer agrees to order a credit report and deliver said credit report to Seller within _____ days (7 days if not filled in) of mutual acceptance of this Agreement. Unless Seller gives written notice to Buyer of Seller's disapproval of Buyer's credit report within _____ days (2 days if not filled in) of receipt of credit report, this contingency shall be deemed satisfied and will no longer be a part of this Agreement.

☐ **TITLE INSURANCE.** Buyer agrees to pay the costs of a lender's standard title insurance policy insuring Seller's security interest.

CONSENT OF HOLDER OF UNDERLYING OBLIGATION. If there is an existing Deed of Trust, Real Estate Contract or other encumbrance which is to remain unpaid after Closing and its terms require the holder's consent to this sale, Buyer agrees to promptly apply for such consent upon mutual acceptance of this Agreement. This Agreement is subject to the written consent of the holder of the underlying obligation within _____ days (15 days if not filled in) after the mutual acceptance of this Agreement. If the holder's written consent to this Agreement is not obtained by such date, this Agreement shall terminate, and the Earnest Money shall be refunded to Buyer.

Initials: BUYER: gd DATE: 11-17-08 SELLER: cc DATE: 11/14/08
 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
 Buyer _____ Date _____

Form Z2D
Optional Clauses Addendum
Rev. 10/07
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**OPTIONAL CLAUSES ADDENDUM
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated Nov 17th 2008
between ISLAND County ("Buyer")
and Henry A. And Corrine O.R. Hieb Trust Corrine O.R. Hieb Trustee ("Seller")
concerning 878 S. West Camano Dr & Parcel R 23115-362-4290 ("the Property").

CHECK IF INCLUDED:

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Agent and Selling Licensee make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction within the inspection contingency period.
2. ☒ **Standard Form Owner's Policy of Title Insurance.** Notwithstanding the "Title Insurance" clause in the Agreement, Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company rather than the Homeowner's Policy of Title Insurance.
3. ☐ **Extended Coverage Title Insurance.** Notwithstanding the "Title Insurance" clause in this Agreement, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insurance, rather than the standard form owner's policy. Buyer shall pay the increased costs associated with the extended coverage policy including excess premium over that charged for a standard coverage policy and the cost of any survey required by the title insurer.
4. ☒ **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller agrees to maintain the Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); grounds; plumbing, heat, electrical and other systems; and all included items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree that the Listing Agent and Selling Licensee shall not, under any circumstances, be liable for the foregoing or Seller's breach of this clause.
5. ☒ **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of Buyer, and may be retained or disposed of as Buyer determines. However, Seller agrees to clean the interiors of any structures and remove all trash, debris and rubbish on the Property prior to Buyer taking possession.
6. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a:
- ☐ public water main; ☐ public sewer main; ☒ septic tank; ☒ well (specify type) _____
- ☐ irrigation water (specify provider) _____ ☒ natural gas; ☒ telephone; ☐ cable;
- ☒ electricity; ☐ other _____
- Initials: BUYER: JD DATE: 11-17-08 SELLER: CRH DATE: 11/14/08
- BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
- Buyer Date

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT
(continued)

7. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 39
40
41

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 42

CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 43

OTHER INSULATION DATA: _____ 44

8. ☐ **Leased Property.** Buyer hereby acknowledges that Seller leases the following items of personal property, possession of which shall pass to Buyer on Closing: 45
46

☐ propane tank; ☐ security system; ☐ satellite dish; ☐ other _____ 47

Buyer shall assume the lease for the items selected, perform all of the obligations of the lease, and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease. 48
49

9. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall provide Buyer a copy of the following documents (if available from the Association) within _____ days (5 days if not filled in) of mutual acceptance: 50
51
52

1. Association rules and regulations, including, but not limited to architectural guidelines; 53

2. Association meeting minutes from the prior two (2) years; 54

3. Association Board of Directors meeting minutes from the prior six (6) months; and 55

4. Association financial statements from the prior two (2) years. 56
58

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 57
58
59
60

10. ☒ **Other.** *SELLER TO PAY SELLER'S AGENT 6% COMMISSION* 61
62

90

Initials: BUYER: *90* DATE: 11-17-08 SELLER: *CLH* DATE: 11/14/08 78
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 79
~~BUYER: _____ DATE: _____~~



NWMLS Form 22K
Identification of Utilities Addendum
Rev. 8/03
Page 1 of 1

IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated 11/17/2008 1
between Island County ("Buyer") 2
and Henry A. And Corrine OR High Trust Corrine OR High Trustee ("Seller") 3
concerning 878 S. West Camano Dr Parcel # R23115-362-4290 (the "Property") 4

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

WATER DISTRICT: Office: 360-387-7363
President: Don Senter
360-387-3599

Camano Coop Water
PO Box 1618
Stanwood WA 98292

SEWER DISTRICT:

On site septic system

IRRIGATION DISTRICT:

Does Not apply

GARBAGE: Island County Transfer
75 E Camano Hill Rd
Camano Is WA 98282
Phone # 360-387-9696

Waste Management NW
T-800-592-9995

ELECTRICITY:
24 hr Emergency
425-783-1000

Snohomish County PUD
360-629-5700

GAS:

Does Not apply

SPECIAL DISTRICT(S):
(local improvement districts or utility local improvement districts)

Does Not apply

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within 28
days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Agent or Selling Licensee 30
with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller 31
authorize Listing Agent or Selling Licensee to insert into this Addendum the names and addresses of the utility providers 32
identified by Seller. 33

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

Initials: BUYER: go DATE: 11-17-08 SELLER: @rkt DATE: 11/14/08 37
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 38
Buyer DATE



NWMLS Form 22S
Septic Addendum
Rev. 6/05
Page 1 of 1

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SEPTIC ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated Nov 17th 2008
between ISLAND COUNTY ("Buyer")
and Henry A. And Corrine OR. Hieb Trust Corrine OR. Hieb Trustee ("Seller")
concerning 878 S. West Camano Dr & Parcel # R23115-362-4290 ("the Property").

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON-SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY.

1. **Type of OSS.** The Property is served by:

☒ Private Septic System

☐ Shared Septic System

2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property (a) does not require repair other than pumping and normal maintenance; (b) complies with all applicable local, state, and federal laws, standards, and regulations; and (c) has no other material defects.

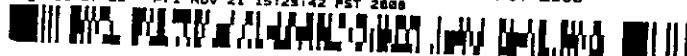
3. **Inspection and Pumping of OSS.** Seller shall have the OSS inspected and, if necessary, pumped by an OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within _____ days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and pumped within 12 months of mutual acceptance by an OSS service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller shall have no obligation to inspect and pump the system unless otherwise required by Buyer's lender.

☐ **Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and time of the inspection.

4. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's approval of the inspection report from the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of the inspection report within _____ days (5 days if not filled in) after receipt of the inspection report. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

5. **Other.**

Initials: BUYER: JS DATE: 11-17-08 SELLER: CRH DATE: 11/14/08
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
~~BUYER~~ ~~DATE~~



NWMLS Form 34
Addendum/Amendment to P & S
Rev. 5/96
Page 1 of 1

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ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated Nov 17th, 2008 1
between ISLAND COUNTY ("Buyer") 2
and Henry A. and Corrine O.R. Hieb Trust Corrine O.R. Hieb Trustee ("Seller") 3
concerning 878 S. West Camano Dr. & Parcel R23115-362-4290 ("the Property") 4

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

1. Sellers may occupy the property until cashed out by Island County. 6
2. During the Seller's occupancy of the property until cashed out by Island County, the Seller to the fullest extent permitted by law, shall indemnify, defend and hold harmless Island County, agencies of Island County and all officials, agents and employees of Island County, from and against all claims arising out of or resulting from the Seller's occupancy of the property. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, tangible property including loss of use resulting therefrom. 7
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3. Seller agrees to maintain general liability insurance at a minimum of \$500,000.00 during the Seller's possession of the property. The Seller will provide the County with an endorsement to the insurance policy that names Island County as an "additional insured". 20
21
22
23
24
25
4. The Seller shall pay Leasehold Tax to the County during the Seller's occupancy. 26
27
5. the Seller shall maintain the property in its current condition throughout the Seller's occupancy at the Seller's expense. 28
29
30
6. The Seller shall provide the County and its agents with reasonable access to the property during the Seller's possession. All access listed on Form 35 (attached), Inspection Addendum to Purchase and Sale Agreement, paragraph 1, to remain in effect after closing and until Seller surrenders possession to the Buyer. 31
32
33
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37
38

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

AGENT (COMPANY) Camano Properties 42

BY: Don Timmerman 43

Initials: BUYER: [Signature] DATE: 11-17-08 SELLER: [Signature] DATE: 11/14/08 44
BUYER: [Signature] DATE: SELLER: DATE: 45
BUYER DATE



INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated Nov 17th, 2008 1
between ISLAND COUNTY ("Buyer") 2
and Henry B. And Corrine O.R. Hieb Trust Corrine O.R. Hieb Trustee ("Seller") 3
concerning 878 S. West Camano Dr Parcel #R23115-362-4290 ("the Property"). 4

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

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

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

ATTENTION BUYER: If Buyer fails to give timely notice, then this inspection contingency shall be deemed waived 24
and Seller shall not be obligated to make any corrections or modifications. 25

b. Additional Inspections. If an inspector recommends further evaluation of any item by a specialist, Buyer shall 26
have an additional _____ days (5 days if not filled in) to obtain the additional inspection by a specialist at Buyer's 27
option and expense. On or before the end of the Initial Inspection Period, Buyer shall provide a copy of the 28
inspector's recommendation and notice that Buyer will seek additional inspections by specialists as recommended 29
by the inspector. If Buyer gives timely notice of additional inspections, the Initial Inspection Period shall be 30
extended by the additional period specified above. The time for conducting additional inspections shall commence 31
on the day after Buyer gives notice under this paragraph, and shall be determined as set forth in the Computation 32
of Time paragraph of the Agreement. 33

c. Buyer's Requests for Corrections or Modifications. If Buyer requests corrections or modifications under 34
paragraph 1.a above, the parties shall negotiate as set forth in this paragraph. 35

(i) Seller's Response to Request for Corrections or Modifications. Seller shall have _____ days (3 days if 36
not filled in) after receipt of Buyer's request for corrections or modifications to give notice that Seller (a) agrees 37
to the corrections or modifications proposed by Buyer; (b) agrees to some of the corrections or modifications 38
proposed by Buyer; (c) rejects all corrections or modifications proposed by Buyer; or (d) offers different or 39
additional corrections or modifications. If Seller agrees to the terms of Buyer's request for corrections or 40
modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not 41
agree to all of Buyer's corrections or modifications, Buyer shall have an opportunity to reply, as follows: 42

(ii) Buyer's Reply. If Seller does not agree to all of the corrections or modifications proposed by Buyer, Buyer 43
shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller 44
fails to respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response 45
at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove 46
the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 47

Initials: BUYER: [Signature] DATE: 11-17-08 SELLER: [Signature] DATE: 11/14/08 48
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 49
~~BUYER: _____ DATE: _____~~ 50



INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT
(continued)

ATTENTION BUYER: These time periods for negotiating corrections or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this Inspection condition, in which case Seller shall not be obligated to make any corrections or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED.

d. **Corrections.** If Seller agrees to make the corrections proposed by Buyer, then corrections shall be accomplished at Seller's expense in a commercially reasonable manner prior to the Closing Date. In the case of hazardous materials, "correction" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a licensed hazardous material engineer or other expert selected by Seller. Seller's corrections are subject to reinspection and approval, prior to Closing, by the inspector who recommended the correction, if Buyer elects to order and pay for such reinspection.

e. **Oil Storage Tanks.** Any Inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.

f. **Form 17.** Buyer waives the right to receive an amended Seller Disclosure Statement (NWMLS Form 17) pursuant to RCW 64.06 based on conditions identified in any Inspection or inspection report(s). However, if conditions identified in any inspection or inspection report(s) would require Seller to change an answer in the "Environmental" section of Form 17 to "yes", Buyer may not waive the right to receive the amended Environmental section of Form 17.

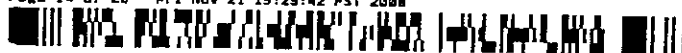
2. **ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the Inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).

3. ☐ **NEIGHBORHOOD REVIEW CONTINGENCY.** Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

4. ☐ **PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.

5. ☐ **WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.

Initials: BUYER: gdy DATE: 11-17-08 SELLER: CRH DATE: 11/14/08
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
~~BUYER~~ ~~DATE~~



AGENCY DISCLOSURE

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

YOU ARE ADVISED THAT THE UNDERSIGNED IS THE AGENT OF THE Buyer/Lessee (select 1) UNLESS OTHERWISE STATED HERE:

THE UNDERSIGNED REPRESENTS: Seller

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

BUYER John Dean DATE 11-17-08
JOHN DEAN (Signature) BOCC CHAIRMAN

BUYER _____ DATE _____
(Signature)

SELLER Caroline R. Lieb DATE 11/14/08
(Signature)

SELLER _____ DATE _____
(Signature)

LICENSEE Don Timmerman
(Print/Type)

LICENSEE'S SIGNATURE Don Timmerman

COMPANY NAME AS LICENSED Camano Properties LLC
(Print/Type)





4117271
Page: 1 of 4
11/14/2008 03:00P

WHEN RECORDED RETURN TO:
Henry A. Hieb Family Trust
5831 114th Ave. NE
Kirkland, WA 98033

Parcel #1

Filed for Record at the Request of:
Albertson Law Group, P.S.
P.O. Box 1046
Kent, WA 98035-1046

EXCISE TAX EXEMPT

NOV - 4 2004

LINDA E. RIFFE
ISLAND COUNTY TREASURER

QUIT CLAIM DEED

Grantor(s):

1. Corrine R. Hieb, Trustee of the Henry A. and Corrine R. Hieb Trust dated August 29, 1990

Grantee(s):

1. Corrine R. Hieb, Trustee of the Henry A. Hieb Family Trust dated August 4, 1996, and Successors

Legal Description:

1. Ptn. Of Government Lot 2 & 3, Section 15, Township 31N, Range 2E, W.M.
2. Additional legal description is on pages 3 and 4 of this document.

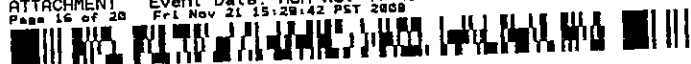
Assessor's Property Tax Parcel Account Number(s): R23115-410-4730

GRANTOR, CORRINE R. HIEB, TRUSTEE OF THE HENRY A. AND CORRINE R. HIEB TRUST DATED AUGUST 29, 1990, for and in consideration of One Dollar (\$1.00) and other valuable consideration, conveys and quit claims to CORRINE R. HIEB, TRUSTEE OF THE HENRY A. HIEB FAMILY TRUST DATED AUGUST 4, 1996, AND SUCCESSORS, the following described real estate, situate in the County of Island, State of Washington, together with all after acquired title of the Grantor therein:

LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A" AND MADE A PART HEREOF BY THIS REFERENCE.

CEL 11/14/08

jos





SUBJECT TO any rights, restrictions, reservations, easements, conditions, and covenants of record.

Power and authority are hereby conferred upon Trustee to protect, conserve, sell, lease, encumber, and otherwise to manage and to dispose of the above described property.

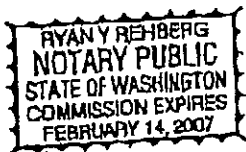
DATED this 13th day of October, 2004.

Corrine R. Hieb
CORRINE R. HIEB, TRUSTEE

STATE OF WASHINGTON, County of King; ss.

I certify that I know or have satisfactory evidence that CORRINE R. HIEB is the person who appeared before me, and said person acknowledges that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledges that she is the TRUSTEE OF THE HENRY R. HIEB FAMILY TRUST DATED AUGUST 29, 1990, and that this instrument was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

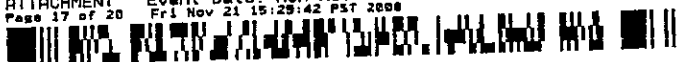
GIVEN under my hand and official seal on this 13th day of October, 2004.



Ryan Y. Rehberg
NOTARY PUBLIC: Ryan Y. Rehberg
For the State of Washington, residing in Seattle
My appointment expires 2-14-07

CCB: 11/14/08

80




 4117271
 Page: 3 of 4
 11/14/2008 03:50P

ISLAND COUNTY AUDITOR

EXHIBIT A

Parcel 1 & 2

14
22

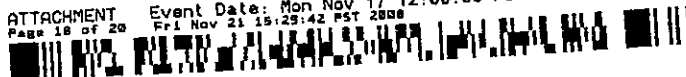
That portion of Government Lot 2 and Government Lot 3, Section 15, Township 31 North, Range 2 East, W.M., described as follows:

Beginning at the Southwest corner of the Plat of Meadow Lane Tracts, as per plat recorded in Volume 12 of Plats, page 18, records of Island County, Washington; thence South $89^{\circ}07'30''$ East along the South line of said Plat of Meadow Lane Tracts, a distance of 489.88 feet to the Southwest corner of Lot 9 of said Plat of Meadow Lane Tracts; thence East a distance of 295.00 feet to the Southeast corner of that certain tract of land conveyed to Robert T. Carlock and Catherine P. Carlock, his wife, by deed recorded under Auditor's File No. 104894, records of Island County, Washington, and to the West margin line of West Camano Drive; thence South along the West margin line of said West Camano Drive a distance of 30.00 feet to the Northeast corner of that certain tract of land conveyed to James E. Woolhouse and Verma L. Woolhouse, his wife, by deed recorded under Auditor's File No. 206404, records of Island County, Washington; thence 300.00 feet West to the Northwest corner of said Woolhouse tract; thence South along the West line of said Woolhouse tract a distance of 100.00 feet to the Southwest corner of said Woolhouse tract; thence continue South a distance of 300.00 feet; thence West 197.00 feet; thence South $1^{\circ}40'$ East a distance of 179.1 feet; thence East a distance of 8.38 feet; thence South $1^{\circ}40'$ East a distance of 79.09 feet to the Northeast corner of the Plat of North Camano as per plat recorded in Volume 4 of Plats, at page 37, records of Island County, Washington; thence North $75^{\circ}34'19''$ West along the Northeasterly line of said Plat of North Camano a distance of 44.05 feet; thence North $1^{\circ}40'$ West a distance of 314.00 feet; thence North $75^{\circ}34'19''$ West a distance of 202.00 feet; thence South $28^{\circ}58'$ West a distance of 312.20 feet to the most Northerly corner of said Plat of North Camano; thence South $42^{\circ}19'$ West along the Northwesterly line of said Plat of North Camano a distance of 153.00 feet; thence South $13^{\circ}30'$ West a distance of 115.86 feet to the most Westerly corner of said Plat of North Camano; thence South $29^{\circ}48'31''$ West a distance of 53.88 feet to the East margin line of the county road; thence South $51^{\circ}41'$ West to the West line of those tidelands of second class as conveyed by the State of Washington, in front of the North one-half of Government Lot 2, Section 15, Township 31 North, Range 2 East, W.M.; EXCEPT that portion of said tidelands in front of the vacated plat of Cama Craft, as per plat recorded in Volume 3 of Plats, page 41, records of Island County, Washington; thence Northwesterly along the West line of said tidelands of the second class to a point which bears South $89^{\circ}25'$ West from the Southwest corner of the vacated plat of Cama Craft; thence North $89^{\circ}25'$ East to the Southwest corner of said plat of Cama Craft; thence continue North $89^{\circ}25'$ East along the South line of said vacated plat of Cama Craft a distance of 85 feet; thence North $43^{\circ}30'$ East to the most Easterly point of said vacated plat of Cama Craft and to the Southwest corner of that certain tract of land conveyed to Martin C. Dirks and Ann K. Dirks, his wife, by deed filed under Auditor's File No. 158363, records of Island County, Washington; thence North 35° East a distance of 85.7 feet to the Southeast corner of said Dirks' tract and to the Southwest corner of that certain tract of land conveyed to Martin Barber and R. Joan Barber, his wife, by deed filed under Auditor's File No. 160604, records of Island County, Washington; thence continue North 35° East a distance of 114.22 feet to the Southeast corner of said Barber tract; thence North $8^{\circ}35'$ West parallel with the Easterly line of said vacated plat of Cama Craft a distance of 56.23 feet to the Northeast corner of said Dirks' tract; thence North $88^{\circ}29'$ West parallel with the Southerly line of that county road known as Saratoga Way a distance of 140.00 feet to the Easterly line of said vacated Plat of Cama Craft and the Northwest

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corner of said Barber tract; thence North 8°35' West along the East line of said vacated Plat of Cama Craft a distance of 30.00 feet to the Southwest corner of that certain tract of land conveyed to William G. Grosvenor and Roberta D. Grosvenor, his wife, by deed recorded under Auditor's File No. 303062, records of Island County, Washington; thence South 88°29' East a distance of 100.00 feet to the Southwest corner of said Grosvenor tract; thence North 8°35' West a distance of 640.0 feet to the Northeast corner of that certain tract of land conveyed to Mickey Blair and Patricia Ann Blair, husband and wife, by deed recorded under Auditor's File No. 217656, records of Island County, Washington, and to the Southerly line of said county road known as Saratoga Way; thence South 88°29' East along the South line of said Saratoga Way a distance of 30.00 feet to the Northwest corner of that certain tract of land conveyed to Rex D. Struble and Rita B. Struble, husband and wife, by deed recorded under Auditor's File No. 223186, records of Island County, Washington; thence South 8°35' East a distance of 101.1 feet to the Southwest corner of said Struble tract; thence South 89°29' East a distance of 84.91 feet to the Southeast corner of said Struble tract and the Southwest corner of Lot 1, as per said Plat of Meadow Lane Tracts; thence continue South 88°29' East a distance of 15.09 feet; thence South 8°35' East a distance of 30.00 feet to the Northeast corner of that certain tract of land conveyed to K. L. Haworth and Darlene Haworth, husband and wife, by deed recorded under Auditor's File No. 226665, records of Island County, Washington; thence North 88°29' West a distance of 100.00 feet to the Northwest corner of said Haworth tract; thence South 8°35' East a distance of 508.60 feet to the Southwest corner of that certain tract of land conveyed to William E. Gregson and Phyllis Jane Gregson, husband and wife, by deed recorded under Auditor's File No. 238570, records of Island County, Washington; thence South 88°29' East along the South line of said Gregson tract a distance of 100.0 feet to the Southeast corner of said Gregson tract and to a point which bears South 8°35' East from the point of beginning; thence North 8°35' West a distance of 283.11 feet to the point of beginning.

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APPENDIX I

Please use this page for the FULL legal description of the property / properties referenced on page 1.

Parcel #2 Lot 2

That portion of Government Lot 2, Section 15, Township 31 North, Range 2 East W.M., described as follows: Beginning at the most northerly corner of Plat of North Camano, Camano Island, as per plat recorded in Volume 4 of Plats, page 37, records of Island County; thence South 75°32' East 70 feet; thence North 14°28' East 130 feet; thence North 75°32' West 51.25 feet to the Easterly edge of a certain gulch; thence South 28°58' West along said edge of gulch 132.2 feet to the true point of beginning; TOGETHER WITH the right to have the use of the road to beach and park a skiff on or near the beach in front of the North Half in width of Lot 2, Section 15, Township 31 North, Range 2 East W.M., which is commonly known as "Mouth of gully"; SUBJECT TO easement granted in deed recorded 3/1/33 for a right of way to and from the beach through a certain gulch.

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