



**CHICAGO TITLE COMPANY**  
**Island Division**

**Buyer**  
**Settlement Statement**  
Folder Number: IS99386

Settlement Date: 10/25/06

Estimated

Name and Address of Buyer(s): WHIDBEY CAMANO LAND TRUST  
765 Wonn Road #C-201  
Greenbank, WA 98253

Name, Address of Seller(s): RIVIERA LAND ACQUISITION, LLC  
200 - 112th Ave NE Suite 100  
Bellevue, WA 98004

Property Location(s): Tidelands in Livingston Bay  
Island County, WA

Settlement Agent: Chicago Title Company - Island Division  
770 NE Midway Boulevard  
P. O. Box 1050Oak Harbor, WA 98277-1050

Description	(POC)	Buyer Debit	Buyer Credit
Contract Sales Price.....		400,000.00	
Earnest Money Deposit.....			2,500.00
Cash Balance.....			60,753.34
<b>PRORATION(S)/OFFSET(S)</b>			
2006 Taxes (Key #164878).....		106.17	
10/25/06 to 01/01/07 @ 1.561371/day			
2006 Taxes (Key #209982).....		11.48	
10/25/06 to 01/01/07 @ 0.168823/day			
2006 Taxes (Key#209991).....		7.99	
10/25/06 to 01/01/07 @ 0.117480/day			
2006 Taxes (Key#210006).....		6.07	
10/25/06 to 01/01/07 @ 0.089289/day			
2006 Taxes (Key#210033).....			
10/25/06 to 01/01/07 @ 0.000001/day			
2006 Taxes (Key#210051).....		5.37	
10/25/06 to 01/01/07 @ 0.078987/day			
2006 Taxes (Key#210060).....		5.93	
10/25/06 to 01/01/07 @ 0.087152/day			
2006 Taxes (Key#210088).....			
10/25/06 to 01/01/07 (68 days)			
2006 Taxes (Key#210104).....		4.05	
10/25/06 to 01/01/07 @ 0.059590/day			
<b>TITLE CHARGES</b>			
Escrow - Residential Premium.....		444.03	
Sales Tax	\$34.03		
to Chicago Title Company - Island Division			
Title Insurance			
<b>Due From Buyer.....</b>		<b>400,591.09</b>	
<b>Total Paid By/For Buyer.....</b>			<b>63,253.34</b>
Due From Buyer.....		400,591.09	
Total Paid By/For Buyer.....			63,253.34
<b>Net Due From Buyer.....</b>			<b>337,337.75</b>

WHIDBEY CAMANO LAND TRUST



Patricia Powell, Executive Director

After Recording Return To:  
Whidbey Camano Land Trust  
765 Wonn Road, #C-201  
Greenbank, Washington 98253  
Attention: Patricia Powell

**APPROVED AND ACCEPTED  
AS TO FORM AND CONTENT**

### STATUTORY WARRANTY DEED

GRANTOR: RIVIERA LAND ACQUISITION, LLC

GRANTEE: WHIDBEY CAMANO LAND TRUST

#### Legal Description:

##### Abbreviated Form:

GL's 1, 2 and 3, Sec. 26, Township 32 N, Range 3  
GL's 1, 2, 3 and 4, Sec. 27, Township 32 N, Range 3  
GL's 1, 2, 3 and 4, Sec. 28, Township 32 N, Range 3  
GL's 1, 2, 3 and 4, Sec. 29, Township 32 N, Range 3  
GL's 1, 2, 3 and 4, Sec. 32, Township 32 N, Range 3  
GL's 1, 2, 3 and 4, Sec. 5, Township 31 N, Range 3  
GL 1, Sec. 8, Township 31 N, Range 3  
AND Lots 1-96, Blk. 1; Lots 1-98, Blk. 2; Lots 1-49, 54 and  
60-98, Blk. 3, and Lots 1-48, 59-65 and 68-96, Blk. 4,  
CAMANO - BLUE OYSTER TRACTS #1

Additional legal on Page 3

Assessor's Tax Parcel ID#: R33226-339-0590; S6245-00-01000-0; S6245-00-02000-0;  
S6245-00-03001-0; S6245-00-03054-0; S6245-00-03060-0; S6245-00-04001-0; S6245-00-  
04059-0; S6245-00-04068-0

Reference No(s). of Related Document(s): NA

THE GRANTOR, RIVIERA LAND ACQUISITION, LLC, a Washington limited liability company, successor by merger to Riviera Land Co., a Washington corporation, for and in consideration of Ten and no/100 dollars (\$10.00) in hand paid, conveys and warrants to WHIDBEY CAMANO LAND TRUST, a Washington nonprofit corporation, the following described real estate, situated in the County of Island, State of Washington.

See Exhibit A attached hereto.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated October 4, 2006.

RIVIERA LAND ACQUISITION, LLC, a  
Washington limited liability company,  
successor by merger to Riviera Land Co., a  
Washington corporation

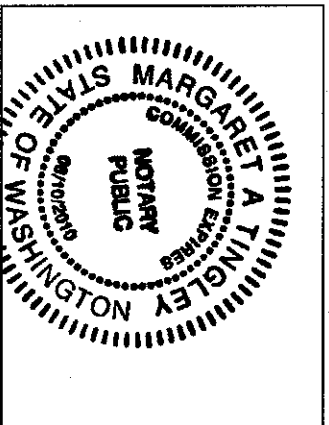
By *Margaret A Tingley*  
Its *authorized signers*

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that  
MICHAEL WINDUS 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 AUTHORIZED SIGNER of Riviera Land Acquisition,  
LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses  
and purposes mentioned in the instrument.

Dated: *mt 10/04/06*  
*10/04/06*

*Margaret A Tingley*  
Notary Public  
Print Name MARGARET TINGLEY  
My commission expires 6/10/10



(Use this space for Notarial Stamp/seal)

## EXHIBIT A

### Legal Description

#### PARCEL A:

All tidelands of the second class, as conveyed by the State of Washington in front of, adjacent to or upon Government Lots 1, 2 and 3, Section 26, Government Lots 1, 2, 3, and 4, Section 27, Government Lots 1, 2, 3, and 4, Section 28, Government Lots 1, 2, 3, and 4, Section 29, Government Lots 1, 2, 3, and 4, Section 32, Township 32 North, Range 3 East of the Willamette Meridian, and Government Lots 1, 2, 3, and 4, Section 5, and Government Lot 1, Section 8, Township 31 North, Range 3 East of the Willamette Meridian;

EXCEPT any portion of said tidelands in front of Government Lot 3, said Section 26, lying within the right of way for the highway crossing Davis Slough;

ALSO EXCEPT that portion of said tidelands embraced within the plat of "Canano-Blue Point Oyster Tracts-Division No. 1", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington, in Volume 3 of Plats, page 42.

ALSO EXCEPT that portion beginning at a point of intersection of the East line of Lot 10, Block 3, "Juniper Beach Tracts", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington, in Volume 3 of plats, page 12, extended Southerly, with the Northerly boundary line of the tidelands of the second class in front of Government Lot 3, said Section 27, and run thence South 600 feet; thence Westerly parallel to and 600 feet distant from said Northerly line to the place of intersection of said parallel line with the Southerly extension of the West line of Lot 31, Block 2, "Domerude Beach", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington, in Volume 3 of Plats, page 11; thence North along said Southerly extension of the West line of said Lot 31, a distance of 600 feet of an intersection with the Northerly boundary line of said tidelands of the second class; thence Easterly along said Northerly line to the place of beginning.

ALSO EXCEPT all tidelands of the second class in front of Government Lots 1 and 2, Section 29, lying between the Government meander line and a line 500 feet (measured at right angles to said meander line) Easterly thereof;

ALSO EXCEPT that portion of the tidelands of the second class to line of extreme low tide in front of and adjacent to Government Lot 1 and the South 1000 feet of Government Lot 2, measured at right angles to the South 1000 feet of Government Lot 2, measured at right angles to the South line thereof of Section 32, Township 32 North, Range 3 East of the Willamette Meridian, Lying between the meander line and the line parallel with and 1000 feet Easterly of said meander line and in front of

and adjacent to Government Lots 3 and 4 in Section 5, Township 31 North, Range 3 East of the Willamette Meridian, lying between the meander line and the line parallel with and 600 feet Easterly of said meander line, the North line of the South 1000 feet of Government Lot 2, Section 32, Township 32 North, Range 3 East of the Willamette Meridian, and the South line of said tract being projection of the South line of government Lot 3, Section 5, Township 31 North, Range 3 East of the Willamette Meridian;

ALSO EXCEPT that portion of the tidelands of the second class to the line of extreme low tide in front of and adjacent to Government Lot 1, Section 5, Township 31 North, Range 3 East of the Willamette Meridian, lying between the meander line and the line parallel with and 600 feet Easterly of said meander line, the North line of the tideland tract being the projection Easterly of the North line of said Lot 1 and the South line of said Tract being the projection of the South line of said Government Lot 1, Section 5, Township 31 North, Range 3 East of the Willamette Meridian;

ALSO EXCEPT all tidelands of the second class in front of Government Lot 2, Section 5, Township 31 North, Range 3 East of the Willamette Meridian, lying between the meander line and a line 600 feet Easterly and parallel with said meander line;

ALSO EXCEPT all that portion of a tract of land to be hereinafter described, lying and being Northerly of a line drawn parallel with and 75 feet distant Southerly, when measured at right angles from the center line survey of Secondary State Highway No. 1-Y. The hereinbefore mentioned tract of land is described as follows:

Tidelands of the second class, as conveyed by the State of Washington to the line of extreme low tide in front of Government Lot 3, Section 26, Township 32 North, Range 3 East of the Willamette Meridian;

EXCEPT portion within the highway right of way crossing Davis Slough.

ALSO EXCEPT that portion of tidelands of the second class extending in front of Government Lot 2, Section 28, Township 32 North, Range 3 East of the Willamette Meridian, extending out a distance of 600 feet normal to the Government meander line established with respect to said tidelands. With respect to the above description, reference is made to the Gaetz Oyster Company plat of Sections 26, 27, 28, 29, and 32, Township 32 North, Range 3 East of the Willamette Meridian, and Sections 5 and 8, Township 31 North, Range 3 East of the Willamette Meridian, showing location of government meander line;

ALSO EXCEPT that portion of tidelands of second class situated in front of Government Lot 1, Section 28, and the East 48 rods of Government Lot 4, Section 29, Township 32 North, Range 3 East of the Willamette Meridian, extending out a distance of 600 feet normal to the Government meander line. With respect to the above description, reference is made to the Gaetz Oyster Company plat of Sections 26, 27, 28, 29, and 32, Township 32 North, Range 3 East of the Willamette Meridian, Sections 5 and 8, Township 31 North, Range 3 East of the Willamette Meridian, showing location of government meander line.

PARCEL B:

Lots 1 to 58, inclusive, and Lots 59 to 96, inclusive, Block 1; Lots 1 to 53, inclusive, and Lots 54 to 98, inclusive, Block 2; Lots 1 to 49, inclusive, Lot 54 and Lots 60 to 98, inclusive, Block 3; and Lots 1 to 48, inclusive, Lots 59 to 65, inclusive, and Lots 68 to 96, inclusive, Block 4; ALL in the plat of "Camano-Blue Point Oyster Tracts-Division No. 1", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington, in Volume 3 of Plats, page 42;

EXCEPT those Lots and portions of Lots, if any, lying within the tidelands of the second class, beginning at the point of intersection of the East line of Lot 10, Block 3, "Juniper Beach Tracts", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington. In Volume 3 of Plats, page 12, extended Southerly with the Northerly boundary line of the tidelands of the second class in front of Government Lot 3, Section 27, Township 32 North, Range 3 East of the Willamette Meridian; thence South 600 feet; thence Westerly parallel to and 600 feet distant from the Southerly extension of the West line of Lot 31, Block 2, "Domerude Beach"; according to the recorded plat thereof in the Office of the Auditor of Island County Washington, in Volume 3 of Plats, page 11; thence North along said Southerly extension of the West line of said Lot 31, a distance of 600 feet to an intersection with the Northerly boundary line of said tidelands of the second class; thence Easterly along said Northerly line to the point of beginning;

Situated in Island County, Washington.

- END OF EXHIBIT "A" -

## EXHIBIT B

### Exceptions

1. Any question that may arise as to location of lateral boundaries of tidelands described herein.
2. Any prohibition or limitation on the use, occupancy, or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
3. Right of use, control, or regulation by the United States of America in the exercise of power over commerce and navigation.
4. Any question of location, boundary or area related to Puget Sound, including, but not limited to, any past or future changes in it.
5. Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry; **Together With** the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed  
From: The State of Washington  
Recorded: October 4, 1906; April 29, 1912  
Recorded in: Volume 22 of Deeds, Page 93; Volume 28 of Deeds, page 323, records of Island County, Washington
6. Exceptions and reservation as contained in instrument;  
Recorded: April 28, 1961  
Auditor's No.: 136093, records of Island County, Washington  
Executed By: Small Business Administration  
As Follows: All uranium, thorium, and all other materials, determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946, (60 Stat. 761) together with the right to mine and remove same.
7. Exceptions and reservations as contained in instrument;  
Recorded: June 10, 1963  
Auditor's No.: 153428, records of Island County, Washington  
Executed By: Coast Oyster Company, a Washington corporation  
As Follows: The tidelands herein above described shall not be used in any manner directly or indirectly for the commercial planting, growing, cultivation or culture of oysters. This covenant shall be perpetual and a covenant running with the land and title thereto shall immediately thereupon revert to said Coast Oyster Company, its successors and assigns



REAL ESTATE EXCISE TAX AFFIDAVIT  
CHAPTER 82.45 RCW - CHAPTER 458-61 WAC  
This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT  
THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED  
(See back page for instructions)

<b>1 SELLER GRANTOR</b>		<b>2 BUYER GRANTEE</b>	
Name	RIVERIA LAND ACQUISITION, LLC	Name	WHIDBEY CAMANO LAND TRUST
Mailing Address	P.O. Box 40629	Mailing Address	765 Worn Road, #C-201
City/State/Zip	Bellevue, Washington 98015	City/State/Zip	Greenbank, Washington 98253
Phone No. (including area code)		Phone No. (including area code)	
<b>3</b> Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name		R33226-339-0590; S6245-00-01000-0	<input type="checkbox"/> 58,860; 2,373;
Mailing Address		S6245-00-02000-0; S6245-00-03001-0	<input type="checkbox"/> 2,433; 1,216
City/State/Zip		S6245-00-03054-0; S6245-00-03060-0	<input type="checkbox"/> 14; 1,068
Phone No. (with area code)		S6245-00-04001-0; S6245-00-04059-0	<input type="checkbox"/> 1,187; 222
<b>4</b> Street address of property: _____		S6245-00-04068-0 766	

☒ This property is located in ☒ unincorporated \_\_\_\_\_ Island \_\_\_\_\_ County OR within ☐ city of \_\_\_\_\_  
☐ Check box if any of the listed parcels are being segregated from a larger parcel.  
Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)  
See Exhibit A

**5** Enter Abstract Use Categories: Other (Idlelands) 12  
(Please see list on the back page of this form)  
If exempt from property tax per chapter 84.36 RCW (nonprofit organization), include:  
Seller's Exempt Reg. No. \_\_\_\_\_

**6** YES NO  
Is this property designated as forest land per chapter 84.33 RCW? ☐ ☒  
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? ☐ ☒  
Is this property receiving special valuation as historical property per chapter 84.26 RCW? ☐ ☒  
If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S):** To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33, 140 or RCW 84.34, 108). Prior to signing (3) below, you may contact your local county assessor for more information.  
This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_  
**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S):** To continue special valuation as historic property, sign (3) below. If the new owner(s) do not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.  
**(3) OWNER(S) SIGNATURE** \_\_\_\_\_

**7** List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:  
WAC No. (Section/Subsection) \_\_\_\_\_  
Reason for exemption \_\_\_\_\_

Type of Document	Statutory Warranty Deed
Date of Document	
Gross Selling Price \$	400,000.00
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	400,000.00
Excise Tax: State \$	5,120.00
Local \$	2,000.00
Island County	
*Delinquent Interest: State \$	
Local \$	
0.0050	
*Delinquent Penalty \$	
*County Technology Fee \$	
*State Technology Fee \$	
*Assessment Fee \$	5.00
Total Due \$	7,125.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.  
Signature of Grantor or Grantor's Agent Michael L. Windus  
Name (print) Michael L. Windus  
Date & city of signing: 10/14/06 Bellevue WA  
Signature of Grantee or Grantee's Agent [Signature]  
Name (print) \_\_\_\_\_  
Date & city of signing: \_\_\_\_\_

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





REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-61 WAC

This form is your receipt  
when stamped by cashier.

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

(See back page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

<b>1</b>	<b>SELLER GRANTOR</b>	<b>2</b>	<b>BUYER GRANTEE</b>
Name <u>RIVERA LAND ACQUISITION, LLC</u>		Name <u>WHIDBEY CAMANO LAND TRUST</u>	
Mailing Address <u>P.O. Box 40629</u>		Mailing Address <u>765 Wonn Road, #C-201</u>	
City/State/Zip <u>Bellevue, Washington 98015</u>		City/State/Zip <u>Greenbank, Washington 98253</u>	
Phone No. (including area code) _____		Phone No. (including area code) _____	
<b>3</b>		<b>4</b>	
Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name _____		R33226-339-0390; S6245-00-01000-0 <input type="checkbox"/> 58,860; 2,373;	
Mailing Address _____		S6245-00-02000-0; S6245-00-03001-0 <input type="checkbox"/> 2,433; 1,216	
City/State/Zip _____		S6245-00-03054-0; S6245-00-03060-0 <input type="checkbox"/> 14; 1068	
Phone No. (with area code) _____		S6245-00-04001-0; S6245-00-04059-0 <input type="checkbox"/> 1,187; 222	
<b>4</b>		<b>5</b>	
Sheet address of property: _____		S6245-00-04068-0 786	
This property is located in <input checked="" type="checkbox"/> unincorporated _____ Island _____ County <b>OR</b> within <input type="checkbox"/> city of _____			
<input type="checkbox"/> Check box if any of the listed parcels are being segregated from a larger parcel.			
Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit) See Exhibit A			

**5** Enter Abstract Use Categories: Other (tidelands)  
(Please see list on the back page of this form)  
If exempt from property tax per chapter 84.36 RCW (nonprofit organization), include:  
Seller's Exempt Reg. No. \_\_\_\_\_

**6**

Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S):** To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR	DATE
<b>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S):</b> To continue special valuation as historic property, sign (3) below. If the new owner(s) do not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.	
<b>(3) OWNER(S) SIGNATURE</b>	

**8**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent Michael L. Windus

Name (print) Michael L. Windus

Date & city of signing: 10/14/06 Bellevue WA

**7** List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) \_\_\_\_\_

Reason for exemption \_\_\_\_\_

Type of Document Statutory Warranty Deed

Date of Document \_\_\_\_\_

Gross Selling Price \$	400,000.00
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	400,000.00
Excise Tax: State \$	5,120.00
Local \$	2,000.00
Island County	
*Delinquent Interest: State \$	
Local \$	
0.0050	
*Delinquent Penalty \$	
*County Technology Fee \$	
*State Technology Fee \$	
*Affidavit Processing Fee \$	5.00
<del>7.466000</del>	
Total Due \$	7,125.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

Signature of Grantor or Grantor's Agent [Signature]

Name (print) \_\_\_\_\_

Date & city of signing: \_\_\_\_\_

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



PLEASE TYPE OR PRINT

**REAL ESTATE EXCISE TAX AFFIDAVIT**  
CHAPTER 82.45 RCW - CHAPTER 458-61 WAC  
THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED  
(See back page for instructions)

This form is your receipt  
when stamped by cashier.

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

<b>1</b> SELLER GRANTOR	<b>2</b> BUYER GRANTEE															
Name <u>RIVERIA LAND ACQUISITION, LLC</u>	Name <u>WHIDBEY CAMANO LAND TRUST</u>															
Mailing Address <u>P.O. Box 40629</u>	Mailing Address <u>765 Worn Road, #C-201</u>															
City/State/Zip <u>Bellevue, Washington 98015</u>	City/State/Zip <u>Greenbank, Washington 98253</u>															
Phone No. (including area code)	Phone No. (including area code)															
<b>3</b> Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers - check box if personal property															
Name _____	<table><tr><td><input type="checkbox"/> R33226-339-0590; S6245-00-01000-0</td><td><input type="checkbox"/></td><td>List assessed value(s) 58,860; 2,373.</td></tr><tr><td><input type="checkbox"/> Mailing Address _____</td><td><input type="checkbox"/> S6245-00-02000-0; S6245-00-03001-0</td><td><input type="checkbox"/></td><td>2,433; 1,216</td></tr><tr><td><input type="checkbox"/> City/State/Zip _____</td><td><input type="checkbox"/> S6245-00-03054-0; S6245-00-03080-0</td><td><input type="checkbox"/></td><td>14; 1068</td></tr><tr><td><input type="checkbox"/> Phone No. (with area code) _____</td><td><input type="checkbox"/> S6245-00-04001-0; S6245-00-04059-0</td><td><input type="checkbox"/></td><td>1,187; 222</td></tr></table>	<input type="checkbox"/> R33226-339-0590; S6245-00-01000-0	<input type="checkbox"/>	List assessed value(s) 58,860; 2,373.	<input type="checkbox"/> Mailing Address _____	<input type="checkbox"/> S6245-00-02000-0; S6245-00-03001-0	<input type="checkbox"/>	2,433; 1,216	<input type="checkbox"/> City/State/Zip _____	<input type="checkbox"/> S6245-00-03054-0; S6245-00-03080-0	<input type="checkbox"/>	14; 1068	<input type="checkbox"/> Phone No. (with area code) _____	<input type="checkbox"/> S6245-00-04001-0; S6245-00-04059-0	<input type="checkbox"/>	1,187; 222
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<b>4</b> Street address of property: _____	S6245-00-04068-0	766														

This property is located in ☒ unincorporated Island

County OR within ☐ city of \_\_\_\_\_

☐ Check box if any of the listed parcels are being segregated from a larger parcel.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Exhibit A

**5** Enter Abstract Use Categories: Other (tidelands)

(Please see list on the back page of this form)

If exempt from property tax per chapter 84.36 RCW (nonprofit organization), include:

Seller's Exempt Reg. No.: \_\_\_\_\_

**6** YES NO

Is this property designated as forest land per chapter 84.33 RCW? ☐ YES ☒ NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? ☐ YES ☒ NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW? ☐ YES ☒ NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify, and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33, 140 or RCW 84.34, 108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR

DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) do not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

A MINIMUM OF \$10.00 IS DUE IN FEES AND/OR TAX

\*SEE INSTRUCTIONS

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of

Grantor or Grantor's Agent

Michael J. Winkler

Name (print)

MICHAEL J. WINKLER

Date & city of signing:

10/14/06 Bellevue WA

Signature of

Grantee or Grantee's Agent

[Signature]

Name (print)

Date & city of signing:

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

REV 84 0001ae (a) (06/29/05)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER



PLEASE TYPE OR PRINT  
THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED  
(See back page for instructions)

REAL ESTATE EXCISE TAX AFFIDAVIT  
CHAPTER 82.45 RCW - CHAPTER 458-61 WAC

This form is your receipt  
when stamped by cashier.

<b>1 SELLER GRANTOR</b>		<b>2 BUYER GRANTEE</b>	
Name <u>RIVIERA LAND ACQUISITION, LLC</u>		Name <u>WHIDBEY CAMANO LAND TRUST</u>	
Mailing Address <u>P O Box 40629</u>		Mailing Address <u>765 Worn Road, #C-201</u>	
City/State/Zip <u>Bellevue, Washington 98015</u>		City/State/Zip <u>Greenbank, Washington 98253</u>	
Phone No. (including area code) _____		Phone No. (including area code) _____	
<b>3</b> Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name _____		R33226-339-0590, S6245-00-01000-0 <input type="checkbox"/> 58,860; 2,373;	
Mailing Address _____		S6245-00-02000-0, S6245-00-03001-0 <input type="checkbox"/> 2,433; 1,216	
City/State/Zip _____		S6245-00-03054-0, S6245-00-03060-0 <input type="checkbox"/> 14; 1068	
Phone No. (with area code) _____		S6245-00-04001-0, S6245-00-04059-0 <input type="checkbox"/> 1,187; 222	
<b>4</b> Street address of property: _____		S6245-00-04068-0 768	

☒ This property is located in ☒ unincorporated Island County OR within ☐ city of \_\_\_\_\_  
☐ Check box if any of the listed parcels are being segregated from a larger parcel.  
Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)  
See Exhibit A

<b>5</b> Enter Abstract Use Categories: <u>Other (tidelands)</u> (Please see list on the back page of this form) If exempt from property tax per chapter 84.36 RCW (nonprofit organization), include: Seller's Exempt Reg. No.: _____	<b>6</b> Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If any answers are yes, complete as instructed below. <b>(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S):</b> To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33, 140 or RCW 84.34, 108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance. <b>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S):</b> To continue special valuation as historic property, sign (3) below. If the new owner(s) do not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale. <b>(3) OWNER(S) SIGNATURE</b> _____ DEPUTY ASSESSOR _____ DATE _____	<b>7</b> List all personal property (tangible and intangible) included in selling price. If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) _____ Reason for exemption _____ Type of Document <u>Statutory Warranty Deed</u> Date of Document _____ Gross Selling Price \$ <u>400,000.00</u> *Personal Property (deduct) \$ <u>0.00</u> Exemption Claimed (deduct) \$ _____ Taxable Selling Price \$ <u>400,000.00</u> Excise Tax: State \$ <u>5,120.00</u> Local \$ <u>2,000.00</u> Island County *Delinquent Interest: State \$ _____ Local \$ <u>0.0050</u> *Delinquent Penalty \$ _____ *County Technology Fee \$ _____ *State Technology Fee \$ _____ *Affidavit Processing Fee \$ <u>5.00</u> *Tech Fee \$ _____ Total Due \$ <u>7,125.00</u> A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS
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<b>8</b> I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. Signature of Grantor or Grantor's Agent <u>Michael C. Windsor</u> Name (print) <u>Michael C. Windsor</u> Date & city of signing: <u>Bellevue WA 10/6/06</u>	Signature of Grantee or Grantee's Agent <u>[Signature]</u> Name (print) _____ Date & city of signing: _____
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Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).  
REV 84 0001ae (a) (06/29/05) THIS SPACE - TREASURER'S USE ONLY TAXPAYER

## **EXHIBIT "A"**

### PARCEL A:

All tidelands of the second class, as conveyed by the State of Washington in front of, adjacent to or upon Government Lots 1, 2 and 3, Section 26, Government Lots 1, 2, 3, and 4, Section 27, Government Lots 1, 2, 3, and 4, Section 28, Government Lots 1, 2, 3, and 4, Section 29, Government Lots 1, 2, 3, and 4, Section 32, Township 32 North, Range 3 East of the Willamette Meridian, and Government Lots 1, 2, 3, and 4, Section 5, and Government Lot 1, Section 8, Township 31 North, Range 3 East of the Willamette Meridian;

EXCEPT any portion of said tidelands in front of Government Lot 3, said Section 26, lying within the right of way for the highway crossing Davis Slough;

ALSO EXCEPT that portion of said tidelands embraced within the plat of "Camano-Blue Point Oyster Tracts-Division No. 1", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington, in Volume 3 of Plats, page 42.

ALSO EXCEPT that portion beginning at a point of intersection of the East line of Lot 10, Block 3, "Juniper Beach Tracts", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington, in Volume 3 of plats, page 12, extended Southerly, with the Northerly boundary line of the tidelands of the second class in front of Government Lot 3, said Section 27, and run thence South 600 feet; thence Westerly parallel to and 600 feet distant from said Northerly line to the place of intersection of said parallel line with the Southerly extension of the West line of Lot 31, Block 2, "Domerude Beach", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington, in Volume 3 of Plats, page 11; thence North along said Southerly extension of the West line of said Lot 31, a distance of 600 feet of an intersection with the Northerly boundary line of said tidelands of the second class; thence Easterly along said Northerly line to the place of beginning.

ALSO EXCEPT all tidelands of the second class in front of Government Lots 1 and 2, Section 29, lying between the Government meander line and a line 500 feet (measured at right angles to said meander line) Easterly thereof;

ALSO EXCEPT that portion of the tidelands of the second class to line of extreme low tide in front of and adjacent to Government Lot 1 and the South 1000 feet of Government Lot 2, measured at right angles to the South 1000 feet of Government Lot 2, measured at right angles to the South line thereof of Section 32, Township 32 North, Range 3 East of the Willamette Meridian, lying between the meander line and the line parallel with and 1000 feet Easterly of said meander line and in front of and adjacent to Government Lots 3 and 4 in Section 5, Township 31 North, Range 3 East of the Willamette Meridian, lying between the meander line and the line parallel with and 600 feet Easterly of said meander line, the North line of the South 1000 feet of Government Lot 2, Section 32, Township 32 North, Range 3 East of the Willamette Meridian, and the South line of said tract being

projection of the South line of government Lot 3, Section 5, Township 31 North, Range 3 East of the Willamette Meridian;

ALSO EXCEPT that portion of the tidelands of the second class to the line of extreme low tide in front of and adjacent to Government Lot 1, Section 5, Township 31 North, Range 3 East of the Willamette Meridian, lying between the meander line and the line parallel with and 600 feet Easterly of said meander line, the North line of the tideland tract being the projection Easterly of the North line of said Lot 1 and the South line of said Tract being the projection of the South line of said Government Lot 1, Section 5, Township 31 North, Range 3 East of the Willamette Meridian;

ALSO EXCEPT all tidelands of the second class in front of Government Lot 2, Section 5, Township 31 North, Range 3 East of the Willamette Meridian, lying between the meander line and a line 600 feet Easterly and parallel with said meander line;

ALSO EXCEPT all that portion of a tract of land to be hereinafter described, lying and being Northerly of a line drawn parallel with and 75 feet distant Southerly, when measured at right angles from the center line survey of Secondary State Highway No. 1-Y. The hereinbefore mentioned tract of land is described as follows:

Tidelands of the second class, as conveyed by the State of Washington to the line of extreme low tide in front of Government Lot 3, Section 26, Township 32 North, Range 3 East of the Willamette Meridian;

EXCEPT portion within the highway right of way crossing Davis Slough.

ALSO EXCEPT that portion of tidelands of the second class extending in front of Government Lot 2, Section 28, Township 32 North, Range 3 East of the Willamette Meridian, extending out a distance of 600 feet normal to the Government meander line established with respect to said tidelands. With respect to the above description, reference is made to the Gaetz Oyster Company plat of Sections 26, 27, 28, 29, and 32, Township 32 North, Range 3 East of the Willamette Meridian, and Sections 5 and 8, Township 31 North, Range 3 East of the Willamette Meridian, showing location of government meander line;

ALSO EXCEPT that portion of tidelands of second class situated in front of Government Lot 1, Section 28, and the East 48 rods of Government Lot 4, Section 29, Township 32 North, Range 3 East of the Willamette Meridian, extending out a distance of 600 feet normal to the Government meander line. With respect to the above description, reference is made to the Gaetz Oyster Company plat of Sections 26, 27, 28, 29, and 32, Township 32 North, Range 3 East of the Willamette Meridian, Sections 5 and 8, Township 31 North, Range 3 East of the Willamette Meridian, showing location of government meander line.

PARCEL B:

Lots 1 to 58, inclusive, and Lots 59 to 96, inclusive, Block 1; Lots 1 to 53, inclusive, and Lots 54 to 98, inclusive, Block 2;

Lots 1 to 49, inclusive, Lot 54 and Lots 60 to 98, inclusive, Block 3; and Lots 1 to 48, inclusive, Lots 59 to 65, inclusive, and Lots 68 to 96, inclusive, Block 4;

ALL in the plat of "Camano-Blue Point Oyster Tracts-Division No. 1", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington, in Volume 3 of Plats, page 42;

EXCEPT those Lots and portions of Lots, if any, lying within the tidelands of the second class, beginning at the point of intersection of the East line of Lot 10, Block 3, "Juniper Beach Tracts", according to the recorded plat thereof in the Office of the Auditor of Island County, Washington, In Volume 3 of Plats, page 12, extended Southerly with the Northerly boundary line of the tidelands of the second class in front of Government Lot 3, Section 27, Township 32 North, Range 3 East of the Willamette Meridian; thence South 600 feet; thence Westerly parallel to and 600 feet distant from the Southerly extension of the West line of Lot 31, Block 2, "Domerude Beach"; according to the recorded plat thereof in the Office of the Auditor of Island County Washington, in Volume 3 of Plats, page 11; thence North along said Southerly extension of the West line of said Lot 31, a distance of 600 feet to an intersection with the Northerly boundary line of said tidelands of the second class; thence Easterly along said Northerly line to the point of beginning;

Situated in Island County, Washington.

- END OF EXHIBIT "A" -

**CHICAGO TITLE COMPANY – ISLAND DIVISION**  
770 NE Midway Boulevard  
P. O. Box 1050  
Oak Harbor, WA 98277-1050  
Phone: (360) 675-0733  
Fax: (360) 675-5143

Buyers Name: WHIDBEY CAMANO LAND TRUST

Escrow No. IS99386

Sellers Name: RIVIERA LAND ACQUISITION, LLC

**CLOSING AGREEMENT AND ESCROW INSTRUCTIONS**  
**For Purchase and Sale Transaction**

The undersigned buyer and seller (referred to herein as "the parties") hereby designate and appoint **Chicago Title Company – Island Division** (referred to herein as "the closing agent") to act as their closing and escrow agent according to the following agreements and instructions.

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

**Terms of Sale.** The terms and conditions of the transaction which is the subject of these instructions (referred to herein as "the transaction") are set forth in the parties' Purchase and Sale Agreement (referred to herein as "the parties agreement"), which is made a part of these instructions by this reference. Any changes to the parties' agreement will be made a part of these instructions, without further reference when signed by the parties and delivered to the closing agent. These instructions are not intended to amend, modify or supersede the terms and conditions of the parties' agreement and if there is any conflict or inconsistency between these instructions and the parties' agreement, the terms and conditions of the parties' agreement shall control.

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

**Closing Date.** The date on which the documents required to close the transaction are filed for record (referred to herein as "the closing date") shall be on or before the date for closing of the transaction specified in the parties agreement or in an addendum extending the date, unless the closing date falls within the three-day rescission period after delivery to the buyer of an amended real property transfer disclosure statement, in which case the closing date shall be extended until the expiration of the three-day rescission period.

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

**Deposit and Disbursement of Funds.** Before the closing date, each party shall deposit with the closing agent all funds required to be paid by such party to close the transaction, less any earnest money previously deposited with the real estate agent. The closing agent is authorized, but not required, to consider a lending institution's written commitment to deposit funds as the equivalent of a deposit of such funds, if all conditions of the commitment will be met on or before the closing date. All funds received by the closing agent shall be deposited in one or more of its general escrow or trust accounts with any bank doing business in the State of Washington and may be transferred to any other such accounts. The closing agent shall not be required to disburse any funds deposited by check or draft until it has been advised by its bank that such check or draft has been honored. All disbursements shall be made by the closing agent's check.

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

**Pro-rations.** Adjustments or pro-rations of real estate taxes, and other charges if any, shall be made on a per-diem basis using a 365 day year, unless the closing agent is otherwise instructed.

**Title Insurance.** The closing agent is instructed to obtain and forward to the parties a preliminary commitment for title insurance on the property and any other parcel of real property that will be used to secure payment of any obligation created in the transaction (referred to herein as "the title report"). The closing agent is authorized to rely on the title report in the performance of its duties and shall have no responsibility or liability for any title defects or encumbrances which are not disclosed in the title report.

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

**Instructions from Third Parties.** If any written instructions necessary to close the transaction according to the parties' agreement are given to the closing agent by anyone other than the parties or their attorneys, including but not limited to lenders, such instructions are accepted and agreed to by the parties.

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

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

**Closing Agent's Fees and Expenses.** The closing agent's fee is intended as compensation for services set forth in these instructions. If additional services are required to comply with any change or addition to the parties' agreement or these instructions, or as a result of any party's assignment of interest or delay in performance, the parties agree to pay a reasonable fee for such services. The parties shall also reimburse the closing agent for any out-of-pocket costs and expenses incurred by it under these instructions. The closing agent's fees, costs and expenses shall be due and payable on the closing date or other termination of the closing agent's duties and responsibilities under these instructions, and shall be paid one-half each by buyer and seller unless otherwise provided in the parties' agreement.

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

**Liability to Comply with Instructions.** If the closing agent receives conflicting instructions or determines, for any reason, that it cannot comply with these instructions by the date for closing specified in the parties' agreement or in any written extension of that date, it shall notify the parties, request further instructions, and in its discretion: (1) continue to perform its duties and close the transaction as soon as possible after receiving further instructions, or (2) if no conflicting instruction have been received, return any money or documents then held by it to the



parties that deposited the same, less any fees and expenses chargeable to such party, or (3) commence a court action, deposit the money and documents held by it into the registry of the court, and ask the court to determine the rights of the parties. When the money and documents have been returned to the parties or deposited into the registry of the court, the closing agent shall have no further duties or responsibilities under these instructions.

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

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

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

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

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

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

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

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

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

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

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

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

#### **MATTERS TO BE COMPLETED BY THE BUYER AND SELLER**

##### **IMPORTANT -- READ CAREFULLY**

**THE FOLLOWING ITEMS MUST BE COMPLETED BY THE PARTIES, OUTSIDE OF ESCROW, AND ARE NOT PART OF THE CLOSING AGENT'S DUTIES UNDER THESE INSTRUCTIONS.**

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

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

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

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

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

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

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

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

**Foreign Investment in Real Property Tax Act.** If any seller is, or may be, a non-resident alien or a foreign corporation, partnership, trust or estate for the purposes of the United States income taxation, the parties are advised to consult with their attorneys before the closing date to determine their responsibilities and liabilities, if any, under the Foreign Investment in Real Property Tax Act (Section 1445 et seq. of the Internal Revenue Code). The closing agent is not required to verify the nationality or foreign status of any of the sellers, or to withhold, report or pay any amounts due under such act.

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


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

**Seller's Disclosure.** Washington law may require the seller to deliver a Seller Disclosure Form to the purchaser of improved, residential property. If applicable, the disclosure requirements must be completed prior to closing. Both parties acknowledge the escrow agent is not responsible in any way for preparation or delivery of a Seller Disclosure Form. The parties further acknowledge the purchaser did not deliver a notice of rescission of the purchase and sale agreement.

**ADDITIONAL AGREEMENTS, INSTRUCTIONS AND DISCLOSURES:**

I HAVE HAD ADEQUATE TIME AND OPPORTUNITY TO READ AND UNDERSTAND THESE INSTRUCTIONS AND ALL OTHER EXISTING DOCUMENTS REFERRED TO IN THE INSTRUCTIONS.

WHIDBEY CAMANO LAND TRUST

By:  Patricia Powell Date \_\_\_\_\_  
Executive Director

**RIVIERA LAND ACQUISITION, LLC**

By Michael L. Windus      Date \_\_\_\_\_  
Authorized Signer

CHICAGO TITLE COMPANY - ISLAND DIVISION  
770 NE Midway Boulevard  
P. O. Box 1050  
Oak Harbor, WA 98277-1050  
Phone: (360) 675-0733  
Fax: (360) 675-5143

Buyers Name: WHIDBEY CAMANO LAND TRUST

Escrow No. IS99386

Sellers Name: RIVIERA LAND ACQUISITION, LLC

**SUPPLEMENT TO  
CLOSING AGREEMENT AND ESCROW INSTRUCTIONS  
For Purchase and Sale Transaction  
Including Instructions to Record Documents and Disburse Funds**

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

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

Statutory Warranty Deed prepared by Seller  
Excise Tax Affidavit prepared by Seller  
Form 1099 or Certification of No Information Reporting

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

Excise Tax Affidavit prepared by Seller

**BY SIGNING THIS DOCUMENT, EACH PARTY ACKNOWLEDGES:**

Conditions of Parties' Agreement Satisfied. All terms and conditions of the parties' agreement have been met to my satisfaction, or will be met, satisfied or complied with outside of escrow.

Title Report Approved. The Preliminary Commitment for Title Insurance, including legal description of the property and all attachments, supplements and endorsements to that report, issued by CHICAGO TITLE COMPANY - ISLAND DIVISION under Order No. IS99386, are approved by me and made a part of these instructions by this reference.

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

**BY SIGNING THIS DOCUMENT, THE BUYER FURTHER ACKNOWLEDGES:**

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

**THE CLOSING AGENT IS INSTRUCTED TO PROCEED AS FOLLOWS:**

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

1. Sale proceeds for the seller's account in the sum of \$400,000.00, to be disbursed according to the settlement statement, and

2. Loan proceeds, if any, for buyer's account, to be disbursed according to the settlement statement, and
3. A policy of title insurance issued pursuant to the Preliminary Commitment for Title Insurance referred to above, insuring the buyer with liability of \$400,000.00, having the usual clauses, provisions and stipulations customarily contained in the printed provisions and schedules of such policy forms, insuring the buyer's title to the property against all defects or encumbrances except those set forth in the printed exceptions and exclusions customarily contained in the printed provisions and schedules of such policy forms, matters attaching by, through or under the buyer, taxes not yet due and the matters set forth in the following numbered paragraphs of Schedule B of the Preliminary Commitment for Title Insurance: 1-7, and
4. Such other policies of title insurance as may be required by any lenders that are providing financing in the transaction.

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

**Adjustment and Pro-rations.** The closing agent is instructed to adjust and pro-rate as of the closing date, real estate taxes for the current year, recurrent assessments.

**Proceeds Check.**

- ☐ Seller will pick up proceeds check.  
☐ Mail Proceeds check to seller at \_\_\_\_\_  
☐ Wire to \_\_\_\_\_

(In order to wire funds, we must have the following information: Name and address of the bank the wire will be sent to, the bank's routing number, your account number and your name and address as they appear on the bank's records.)

- ☐ Other \_\_\_\_\_


**ADDITIONAL INSTRUCTIONS:**

**BY SIGNING THIS DOCUMENT, EACH PARTY ACKNOWLEDGES:**

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

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

WHIDBEY CAMANO LAND TRUST

By:  \_\_\_\_\_  
Patricia Powell Date  
Executive Director

RIVIERA LAND ACQUISITION, LLC

By Michael L. Windus Date  
Authorized Signer