

**EXCLUSIVE SALE AND LISTING AGREEMENT**

This Exclusive Sale and Listing Brokerage Services Agreement (the "Agreement") is made by and between 1

**Bradley P Hayton** Barbara V Hayton ("Seller") and 2  
Seller Seller

**Coldwell Banker 360 Team** ("Listing Firm" or "Firm") with regard 3

to the real property commonly known as NHN Sun Mountain Court, City Camano Island, 4  
County Island, WA, Zip 98282; and legally described on Exhibit A ("the Property"). 5

1. **DEFINITIONS.** (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an 6  
exchange or contract to exchange; or an option to purchase. Firm need not submit to Seller any offers to lease, 7  
rent, or enter into any agreement other than for sale of the Property. 8

2. **TERM.** Seller hereby grants to Listing Firm the exclusive right to list and sell the Property from the date of mutual 9  
acceptance of this Agreement ("Effective Date") until midnight of 10/31/2026 ("Listing Term"). If this 10  
Agreement expires while Seller is a party to a purchase and sale agreement for the Property, the Listing Term shall 11  
automatically extend until the sale is closed or the purchase and sale agreement is terminated. 12

3. **AGENCY.** 13

- a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 14
- b. Listing Broker. Listing Firm appoints Peter T. Rivera 15  
to represent Seller ("Listing Broker"). This Agreement creates an agency relationship with Listing Broker and 16  
any of Firm's managing brokers who supervise Listing Broker ("Supervising Broker") during the Listing Term. 17  
No other brokers affiliated with Firm are agents of Seller. 18

4. **LIMITED DUAL AGENCY.** 19

- a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker 20  
acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller 21  
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms 22  
favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller. 23

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Seller's Initials	Date	Seller's Initials	Date

- b. Firm Limited Dual Agency. If the Property is sold to a buyer represented by one of Firm's brokers other than 25  
Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises 26  
Listing Firm's Buyer's Broker, acting as a limited dual agent. 27


5. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached Listing Input Sheets 28  
("Listing Information") and photographs, images, videos, virtual tours, drawings, renderings, sketches, floorplans, 29  
and other representations of the Property (collectively the "Photographs") to be published by MLS on 30  
4/29/2026 ("List Date"), which date shall not be more than 90 days from the Effective Date. Seller 31  
acknowledges that exposure of the Property to the open market through MLS will increase the likelihood that Seller 32  
will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote 33  
or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, 34  
e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller 35  
shall not materially interfere with Listing Firm's marketing of the Property. To address any privacy or similar 36  
concerns, Seller may instruct Listing Broker to limit marketing by not displaying the Property address or map location 37  
on the internet, by eliminating any and all internet advertising, and by imposing specific showing requirements and 38  
other similar restrictions. 39


6. **FAIR HOUSING.** Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based 40  
on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, 41  
citizenship or immigration status, families with children status, familial status, honorably discharged veteran or 42  
military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal 43  
by a person with a disability. 44

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- 7. COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Seller sells the Property and the sale closes; or the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay compensation as follows:
- a. Listing Firm Compensation.
    - i. 4.0 % of the sales price; \$ \_\_\_\_\_; other: \_\_\_\_\_; or
    - ii. If the buyer is not represented by a buyer brokerage firm, the Listing Firm compensation shall be \_\_\_\_\_% of the sales price; \$ \_\_\_\_\_; other \_\_\_\_\_ (equal to the amount in subsection 7(a)(i) above if not filled in).
  - b. Buyer Brokerage Firm Compensation. Seller acknowledges that offering compensation to a cooperating member of MLS representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Compensation") is not required.
    - Seller's Offer of Compensation.** Seller offers Buyer Brokerage Compensation as follows:
      - i. 4.0 % of the sales price; \$ \_\_\_\_\_; or other \_\_\_\_\_ to Buyer Brokerage Firm, which includes another broker affiliated with Listing Firm who represents the buyer; or
      - ii. If the Listing Broker is a limited dual agent and represents both Seller and the buyer, \_\_\_\_\_% of the sales price; \$ \_\_\_\_\_; or other \_\_\_\_\_ (equal to the amount in subsection 7(b)(i) above if not filled in) to be paid to Listing Firm as Buyer Brokerage Compensation.
      - iii. Buyer Brokerage Compensation shall be paid as set forth above, unless modified by the buyer in a mutually accepted purchase and sale agreement. The offered amount may not be withdrawn or reduced with respect to a buyer after that buyer or the Buyer Brokerage Firm has notified the Listing Firm or Seller of that buyer's intent to submit an offer (and for three calendar days thereafter). Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.
      - iv. If checked,  the offer to pay Buyer Brokerage Compensation shall extend to licensed brokerage firms that are not members of MLS.
    - Buyer to Request Compensation in Offer.** In lieu of offering a specific compensation amount, Seller invites the buyer to include in the buyer's offer, the amount that the buyer requests Seller to compensate the Buyer Brokerage Firm, which amount must be agreed to by the parties. "Request in Offer" will be displayed in the compensation section of the listing.
    - No Offer of Compensation.** Seller declines to offer and does not intend to pay Buyer Brokerage Compensation. Seller acknowledges that a buyer may still submit an offer that includes an amount that the buyer requests Seller to compensate the Buyer Brokerage Firm. "None" will be displayed in the compensation section of the listing.
  - c. Expiration of the Listing Term. If Seller shall, within \_\_\_\_\_ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm and Buyer Brokerage Firm the above compensation at closing. Provided, that if Seller pays compensation to other licensed brokerage firms in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other listing firm and the compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other buyer brokerage firm.
  - d. Cancellation Without Legal Cause. If Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another licensed brokerage firm.
  - e. Additional Consent. Seller consents to Firm receiving compensation from more than one party, provided that any terms offered to Firm are disclosed as required by RCW 18.86.030.

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**EXCLUSIVE SALE AND LISTING AGREEMENT**

- 8. **REFERRAL FEE DISCLOSURE.** Listing Firm  is;  is not (is not, if not filled in) obligated to pay a portion of the Listing Firm compensation to a real estate firm ("Referring Firm") that referred Seller to Listing Firm. Seller consents to Listing Firm sharing a portion of the Listing Firm compensation as follows:
  - a. Referring Firm: \_\_\_\_\_;
  - b. Referral Fee: \_\_\_\_\_ % of the Listing Firm compensation; or \$ \_\_\_\_\_.
  
- 9. **PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property which may be opened by an electronic key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
  - a. Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller  authorizes;  does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm  shall;  shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm  shall;  shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.
  
- 10. **MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish and distribute the Listing Information and Photographs (collectively, the "Listing Data") to other members of MLS and their affiliates and third parties for public display and other purposes, subject to any restrictions imposed by Seller. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale, provided that any terms reported to MLS before the sale closes shall only be used for aggregated, anonymized reports. Firm may provide this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is provided, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third-party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.
  
- 11. **PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is provided shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller is advised to request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030 and Seller shall indemnify and hold Firm and other members of MLS harmless from any related claims.
  
- 12. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any Photographs, Seller warrants that Seller has the necessary rights in the Photographs to allow Firm to use them as contemplated by this Agreement. Seller shall indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets and any supplemental document describing features or conditions of the Property (attached to and incorporated into this Agreement by this reference) is correct.
  
- 13. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.

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Seller's Initials

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Seller's Initials

Date

**EXCLUSIVE SALE AND LISTING AGREEMENT**

- 14. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm 145  
as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C 146  
(Unimproved Residential)), or (Form 17 Commercial). Seller shall indemnify, defend, and hold Firm harmless from 147  
and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial 148  
is inaccurate. 149
- 15. CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. 150  
Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other 151  
fees or charges as provided by law in the case of a FHA, USDA, or VA financed sale. Rent, taxes, interest, reserves, 152  
assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of 153  
the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the 154  
Foreign Investment in Real Property Tax Act ("FIRPTA") and Firm may provide a copy of the FIRPTA certification 155  
to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, 156  
Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the 157  
Internal Revenue Service and Seller shall pay any fees, including any fees incurred by the buyer, related to such 158  
withholding and payment. 159
- 16. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated 160  
damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom 161  
and the balance shall be  retained by Seller;  divided equally between Seller and Firm (retained by Seller if not 162  
checked). 163
- 17. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and 164  
is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party 165  
shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall 166  
be fixed by the court. The venue of any suit shall be the county in which the Property is located. 167
- 18. OTHER.** 168
  - a. Any changes in a Status Change Input Sheet (Form 19) approved by Seller shall be incorporated into this 169  
"Agreement."** 170  
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 Bradley P Hayton 04/29/2026  
 Seller's Signature Date

 Barbara V Hayton 04/29/2026  
 Seller's Signature Date 183

bradhayton@hotmail.com  
 Seller E-mail Address 184

Seller Phone Number 184

Coldwell Banker 360 Team  
 Listing Firm

 Peter T Rivera 04/29/2026  
 Listing Broker's Signature Date 185

17410  
 Listing Firm License Number

4247  
 Listing Broker License Number 186

pete@cb360re.com  
 Listing Broker E-mail Address

(360) 929-6113  
 Listing Broker Phone Number 187



Listing Address:

LAG # 84231

ADDITIONAL TAX IDs

Additional Tax ID#

Additional Tax IDs to be listed on attached sheets

Additional Tax ID#

Additional Tax ID#

BROKER INFORMATION

84231

Peter T. Rivera

4247

Coldwell Banker 360 Team

• Listing Broker - ID#

Broker Name

Listing Office - ID#

Brokerage Firm Name

149759

Norvi Cruz

4247

Coldwell Banker 360 Team

Co-Broker - ID#

Co-Broker Name

Co-Office - ID#

Co-Brokerage Firm Name

LISTING INFORMATION

41 - Res-Over 1 Acre

No

Provided

• Style Code

Short Term Rental

• Seller Disclosure Statement (e.g. Form 17)

General Zoning Classification (6)

- Agricultural
- Business
- Commercial
- Farm & Ranch
- Forestry
- Industrial
- Industrial-Light
- Multi-Family
- Office
- Residential
- Retail
- See Remarks

County

Zoning Jurisdiction

RR

Zoning Code

Restrictions (4)

- CC&R
- NO Manufactured Homes
- Manufactured Homes OK
- No Restrictions
- Timber Clause
- Unknown
- See Remarks

• Possession (3)

- Closing
- Negotiable
- See Remarks
- Sub. Tenant's Rights

Showing Information (10)

- Appointment
- Call Listing Office
- Gate Code Needed
- MLS Keybox
- Other Keybox
- Owner-Call First
- Security System
- See Remarks
- ShowingTime
- View with Discretion

Gate Code

2026

Tax Year

\$1,566.00

Annual Taxes

• Sketch Submitted

No

Senior Exemption

Assessment Fees (6)

- Electric
- Gas
- Parks
- Road
- School
- Sewer
- Water
- See Remarks

• Potential Terms (10)

- Assumable
- Cash Out
- Conventional
- Farm Home Loan
- FHA
- Lease/Purchase
- Owner Financing
- Rehab Loan
- See Remarks
- State Bond
- VA

No

Right of First Refusal

Term Remarks (40 characters maximum)

• Common Interest Cmty (RCW 64.90)

SITE INFORMATION

R2/31/14

Sec/Twn/Rng

Irregular

Lot Dimensions (Feet)

Waterfront Footage (Feet)

Reports/Documents Completed (9)

- CCRs
- Drainage
- Geotech
- Road Agreement
- Septic "As Built"
- Topographical
- Well Agreement
- Wetland Delineation
- See Remarks

Waterfront (5)

- Bank-High
- Bank-Low
- Bank-Medium
- Bay
- Bulkhead
- Canal
- Creek
- Jetty
- Lake
- No Bank
- Ocean
- River
- Saltwater
- Sea
- Sound
- Strait

Water Access (4)

- Beach Rights
- Community Waterfront/Pvt Beach
- Deeded Access
- Non-Deeded Access
- Tideland Rights

INITIALS:

BPH

04/29/2026

Seller

Date

BVH

04/29/2026

Seller

Date

PTP

04/29/2026

Broker

Date

Listing Address:

LAG #

SITE INFORMATION (continued)

View (8)

- Bay
- Canal
- City
- Golf Course
- Islands
- Jetty
- Lake
- Mountain
- Ocean
- Partial
- Pond
- River
- Sea
- See Remarks
- Sound
- Strait
- Territorial

Lot Details (8)

- Adjacent to Public Land
- Alley
- Corner Lot
- Cul-de-sac
- Curbs
- Dead End Street
- High Voltage Line
- Open Space
- Paved Street
- Secluded
- Sidewalk

Improvements (13)

- Barn
- Boat House
- Cabana/Gazebo
- Cabin
- Cable TV Available
- Dock
- Driveway
- Dwelling
- Fenced-Fully
- Fenced-Partially
- Garage
- Outbuilding(s)
- RV
- Shop
- Stable
- Tiny Home

Property Features (13)

- Airplane Hangar
- Brush
- Comm. Grade Timber
- Corners Flagged
- Dune Grasses
- Evergreens
- Garden/Fruit Trees
- Heavily Forested
- Irrigation
- Lightly Treed
- ORV Trails
- Partially Cleared
- Pasture Land
- Pond
- Recreational
- Riding Trails
- Stream/Creek

Topography (7)

- Cliffs
- Fill Needed
- Gullies
- Level
- Rolling
- See Remarks
- Sloped
- Swale

Road Information (5)

- Access Easement
- County Maintained
- County Right of Way
- Dirt
- Gravel
- Paved
- Privately Maintained
- Recorded Maint. Agrm
- Trail Permit
- See Remarks

South

Road on Which Side of Property

Slopes Down to The (40 characters maximum)

Level (40 characters maximum)

UTILITY

Community Features (11)

- Age Restriction
- Airfield
- Athletic Court
- Boat Launch
- CCRs
- Clubhouse
- Gated Entry
- Golf Course
- Park
- Playground
- Trails

Water (5)

- Available
- Community Well
- Drilled Well
- In Street
- Lake
- Not Available
- On Property
- Private Well
- See Remarks
- Share Available
- Shared Well
- Unknown
- Water Rights
- Well Needed
- Well Site Approved

Irrigation Source (5)

- Bureau
- Community
- Drainage
- Pond
- Well Drilled
- Well Shared
- Well Private
- Additional Well(s)
- Water Rights Cert.
- Water Use Permit
- See Irrigation Comm

Irrigation Type (5)

- Circle
- Drip Line
- Dry Land
- Hand Lines
- Pivot
- Pressure/Undergrnd
- Wheel Lines
- See Irrigation Comm
- None

Camano City Community Club

Water Jurisdiction

Easements

Irrigation Comments (40 characters maximum)

Gas

In Street

Electricity

Sewer (2)

- Available
- In Street
- Not Available
- On Property

Septic System Installed

Approved # of Bedrooms (septic)

Septic Design Applied For

Septic Design Apprv. Date

Septic Design Exp. Date

Septic System Type

Soil Feasibility Test Available

Soil Test Date

Survey Information

HOMEOWNER ASSOCIATION INFORMATION

Homeowners Association

\$ HOA Dues

Other Dues/Fees (see remarks)

HOA Dues Freq

HOA Dues Include (9)

- Common Area Maintenance
- Concierge
- Internet
- Lawn Service
- Natural Gas
- Road Maintenance
- Security Services
- See Remarks
- Snow Removal

SCHOOL & COMMUNITY

Stanwood-Camano

Buyer To Verify

Buyer To Verify

Buyer To Verify

School District

Elementary School

Junior High/Middle School

Senior High School

INITIALS:

BPH

04/29/2026

Seller

Date

BVH

04/29/2026

Seller

Date

PTP

Broker

04/29/2026

Date

Listing Address:

LAG #84231

REMARKS

**Marketing Remarks.** CAUTION! The comments you make in the following lines are limited to descriptions of the land and improvements only. These remarks will appear in the client handouts and websites. (1500)




**8.55 acres that is an excellent development opportunity for multiple large estates or your own private mini-farm in a private setting on Camano Island. Water share has been paid. List price reflect recent appraisal. Motivated seller.**

**Confidential Broker-Only Remarks.** Comments in this category are for broker's use only. (500)

**Please use Land Ttile - Stanwood for T&E.**

• **Driving Directions to Property** (200)

**I-5(Exit 212)- SR 532 West- Stanwood- Over Bridge- Camano- Stay Left at Y (East Camano Dr)- R@ 4th Light (Camano HillRd)- L@ Chapman Rd- L@ S Falcon Rd- L@ Sun Mountain Ct.**

INITIALS:		04/29/2026		04/29/2026		04/29/2026
	Seller	Date	Seller	Date	Broker	Date

## EXHIBIT A

The East Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 14, Township 31 North, Range 2 East of the Willamette Meridian;  
TOGETHER WITH an easement for ingress, egress and public utilities as established in instrument recorded September 13, 1970 under Auditor's File No. 234515 and as amended by partial release of easement recorded December 2, 1983 under Auditor's File Number 418306;  
ALSO TOGETHER WITH an easement for ingress, egress and utilities as established in instrument recorded December 2, 1983 under Auditor's File Number 418305;  
TOGETHER WITH all that portion of the East Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 14, Township 31 North, Range 2 East of the Willamette Meridian, lying North of the following described line:  
COMMENCING at the Southwest corner of said East Half;  
thence North 00°19'21" West along the West line thereof a distance of 114.04 feet to the True Point of Beginning;  
thence North 89°37'04" East a distance of 103.75 feet;  
thence North 0°19'21" West a distance of 147.94 feet;  
thence North 89°37'15" East a distance of 50.38 feet;  
thence South 0°19'21" East a distance of 24.44 feet;  
thence North 89°38'01" East a distance of 140.72 feet;  
thence North 33°27'24" East a distance of 72.22 feet to a point on the East line of said East Half and the terminus point of herein described line.  
(Being a portion of Lots A and B of Boundary Line Adjustment recorded under Auditor's File Number 4171901.)  
(Also known as New Lot A of Boundary Line Adjustment No. 437/06 as recorded January 23, 2007 under Auditor's File No. 4192328.)



**IDENTIFICATION OF UTILITIES  
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between \_\_\_\_\_ (“Buyer”) 2  
Buyer Buyer  
and **Bradley P Hayton** **Barbara V Hayton** (“Seller”) 3  
Seller Seller  
concerning **NHN Sun Mountain Court** **Camano Island WA 98282** (the “Property”). 4  
Address City State Zip

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, if any, affecting the Property. The names and addresses of all utilities 6  
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT: **Camano City Community Club** **CamanoCCC.Treasurer@gmail.com** 8  
Name e-mail or website (optional)  
**1019 Circle Drive** 9  
Address  
**Camano Island WA 98282-6576** 10  
City, State, Zip Fax. No. (optional)

SEWER DISTRICT: Name e-mail or website (optional) 11  
Address 12  
City, State, Zip Fax. No. (optional) 13

IRRIGATION DISTRICT: Name e-mail or website (optional) 14  
Address 15  
City, State, Zip Fax. No. (optional) 16

GARBAGE: Name e-mail or website (optional) 17  
Address 18  
City, State, Zip Fax. No. (optional) 19



ELECTRICITY: Name e-mail or website (optional) 20  
Address 21  
City, State, Zip Fax. No. (optional) 22

GAS: Name e-mail or website (optional) 23  
Address 24  
City, State, Zip Fax. No. (optional) 25

SPECIAL DISTRICT(S): Name e-mail or website (optional) 26  
(local improvement districts or utility local improvement districts) Address 27  
City, State, Zip Fax. No. (optional) 28

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29  
within \_\_\_\_\_ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30  
Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property 31  
and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and 32  
addresses of the utility providers identified by Seller. 33

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

\_\_\_\_\_  
Buyer's Initials Date Buyer's Initials Date  04/29/2026  04/29/2026  
\_\_\_\_\_  
Seller's Initials Date Seller's Initials Date

Form 220  
Island County Disclosure  
Rev. 3/16  
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ALL RIGHTS RESERVED

**ISLAND COUNTY DISCLOSURE**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_

between \_\_\_\_\_ ("Buyer")

Buyer

Buyer

and **Bradley P Hayton** **Barbara V Hayton** ("Seller")

Seller

Seller

concerning **NHN Sun Mountain Court** **Camano Island** **WA 98282** (the "Property")

Address

City

State Zip

**CHECK IF APPLICABLE:**

**Agriculture, Minerals and Forestry Protection Disclosure**

Island County's Agriculture, Minerals and Forestry Protection Ordinance (Island County Code Chapter 16.25) requires that the following disclosure be included in any recorded documents concerning the transfer of real property located within Rural Agriculture, Rural Forest or Commercial Agriculture or within 500 feet of these lands or lands designated mineral lands of long-term commercial significance. This requirement applies to transfer by sale, exchange, gift, real estate contract, lease with option to purchase, any other option to purchase, or any other means of transfer. Buyer and Seller instruct Closing Agent to insert the following disclosure in any such recorded documents:

Island County has established a policy for unincorporated areas to conserve, protect and encourage agriculture and forestry operations and surface mining on mineral lands of long-term commercial significance. If your real property is located near an agriculture, surface mine or forestry operation, you may be subject to inconvenience or discomfort arising from such operations, including, but not limited to noise, vibration, odors, fumes, dust, flies, and other associated pests, the operation of machinery of any kind during any 24-hour period, the storage and disposal of manure, and the application of fertilizers, soil amendments, and pesticides. For mineral lands these activities may include mining extraction, screening, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If conducted in compliance with local, state, and federal laws, these inconveniences or discomforts are hereby deemed not to constitute a nuisance as provided in Chapter 7.48 RCW for purposes of the Island County Code and shall not be subject to legal action as a public nuisance unless the activity has a substantial adverse effect on the public health and safety.

**Geologically Hazardous Area Disclosure**

The Property is located within a geologically hazardous area. Geologically hazardous areas include areas susceptible to the effects of erosion, sliding, earthquake, or other geologic events. They pose a threat to the health and safety of citizens when incompatible residential, commercial, industrial, or infrastructure development are sited in areas of a hazard. Geologic hazards pose a risk to life, property, and resources when steep slopes are destabilized by inappropriate activities and development or when structures or facilities are sited in areas susceptible to natural or human-caused geologic events.

Some geologic hazards can be reduced or mitigated, but not eliminated by engineering, design, or modified construction practices so that risks to health and safety are acceptable. Island County has placed certain restrictions on development and use of geologically hazardous areas.

Before purchasing or leasing the above property, you should consult the Island County Zoning Ordinance chapter 17.03, the Island County Critical Area Ordinance chapter 17.02, the Island County Grading Ordinance chapter 11.02, and any previously issued permits/geotechnical reports to determine restrictions, if any, which have been placed on the subject property.

_____	_____	<b>BPH</b>	04/29/2026	<b>BVH</b>	04/29/2026
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

### ISLAND COUNTY DISCLOSURE

**Ebey's Landing National Historical Reserve Disclosure**

The Property is located within the Ebey's Landing National Historical Reserve.

Before purchasing or leasing the above property, you should consult with the Island County Planning Department or the Town of Coupeville Planning Department and research and review The Ebey's Landing National Historical Reserve Design Guidelines and associated procedures and regulations, as well as any previously issued permits, to determine restrictions, if any, which have been placed on the subject property.

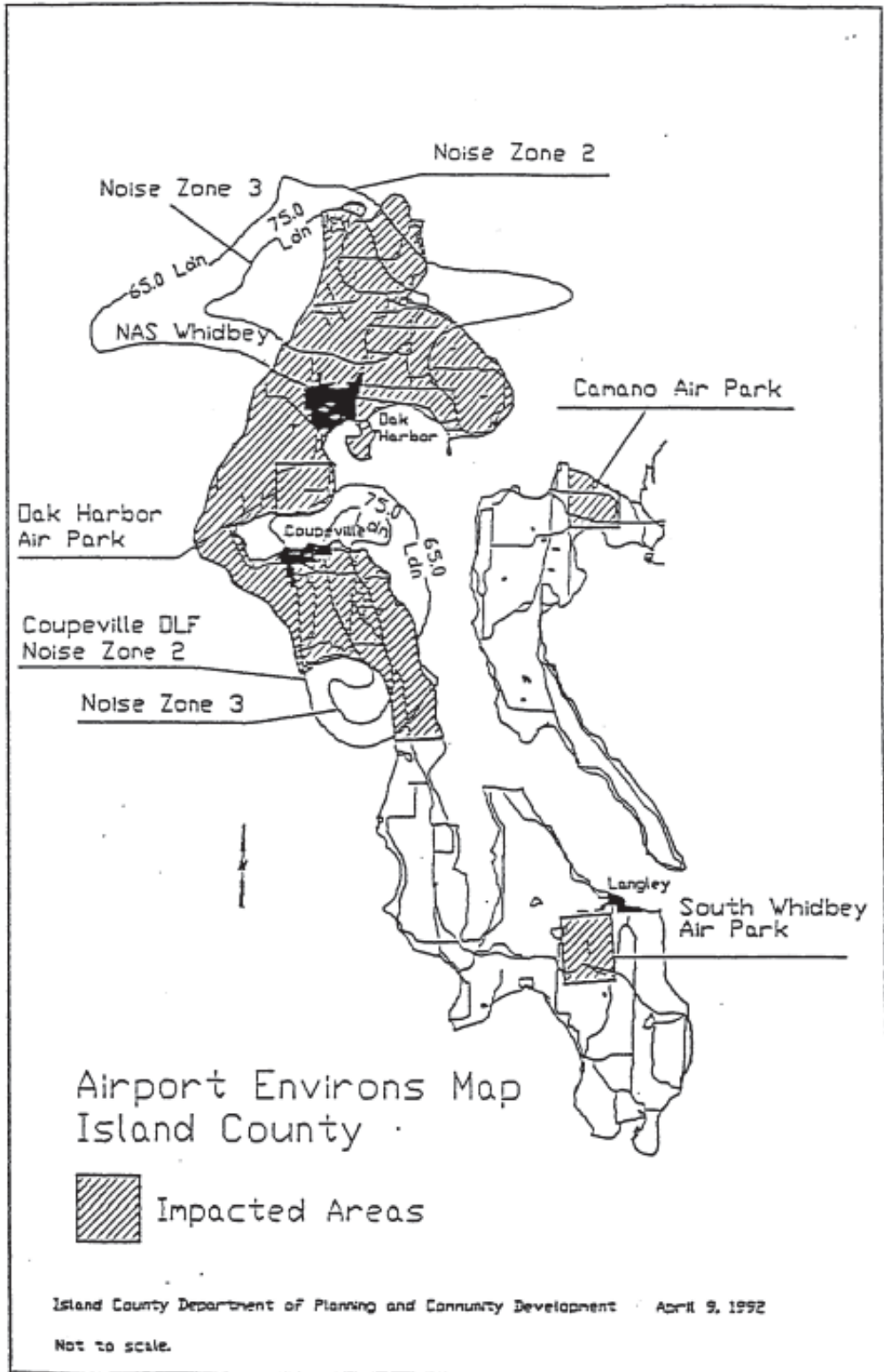
The owners of property within the Ebey's Landing National Historical Reserve have a unique responsibility and challenge in protecting the Reserve's cultural landscape. The Reserve is a complex combination of buildings, structures and landscape features (both natural and manmade). Its character ranges from a town with thriving commercial and residential neighborhoods and a valuable shoreline with dramatic vistas to prairies with Operating Farms and suburban subdivisions. In recognition of its importance, the Reserve is a Congressionally authorized unit of the National Park Service.

Such a fragile resource can be easily lost through incremental changes and as a result Island County and the Town of Coupeville have adopted standards to protect Contributing Structures, the landscape, views, and vistas.

		<small>AuthentiSIGN</small> <i>Bradley P Hayton</i>	04/29/2026
Buyer	Date	<small>Seller</small> <small>AuthentiSIGN</small> <i>Barbara V Hayton</i>	Date
	Date	<i>Barbara V Hayton</i>	04/29/2026
Buyer	Date	Seller	Date



**ISLAND COUNTY, WASHINGTON**  
**AIRPORT AND AIRCRAFT OPERATIONS NOISE DISCLOSURE**  
*Continued*



Buyer's Initials

Date

Buyer's Initials

Date

Authentisign  
**BPH**

04/29/2026

Seller's Initials

Date

Authentisign  
**BVH**

04/29/2026

Seller's Initials

Date

FIRPTA CERTIFICATION

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

**SELLER CERTIFICATION.** Seller hereby certifies the following:

**PROPERTY.** I am the Seller of real property  at:

NHN Sun Mountain Court Camano Island WA 98282  
Address City State Zip

or  (if no street address) legally described on the attached.

**CITIZENSHIP STATUS.** I  AM  AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

**TAXPAYER I.D. NUMBER.**

My U.S. taxpayer identification number (e.g. social security number) is \_\_\_\_\_  
(Tax I.D. number to be provided by Seller at Closing)

**ADDRESS.**

My home address is 1433 Crestview Drive Camano Island WA 98282  
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service (IRS) and that any false statement I have made here could be punished by fine, imprisonment, or both.

Bradley P Hayton 04/29/2026 Barbara V Hayton 04/29/2026  
Seller Date Seller Date

**BUYER CERTIFICATION** (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

**Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family\* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

**Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family\* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

\* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

\_\_\_\_\_  
Buyer Date Buyer Date