

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to (i) disburse the earnest money or (ii) refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior

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to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

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


g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).


Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.


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


i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

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j. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment); or (iii) if a party is unrepresented, the e-mail is sent directly to the party's e-mail address specified on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

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

l. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

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


n. Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:

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


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

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


p. Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed

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Buyer's Initials Date

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Seller's Initials Date

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office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 162
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q. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 164
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r. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 170
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s. Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. All parties acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 173
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t. Brokerage Firm Compensation. Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The compensation offered by Seller to the Buyer Brokerage Firm, if any, is set forth in Specific Term No. 18(a), and if there is any inconsistency between the Buyer Brokerage Firm compensation offered and the description of the offered compensation stated in Specific Term No. 18(a), the terms shall be as set forth in the published offer. Seller shall pay the Buyer Brokerage Firm compensation set forth in Specific Term No. 18(b). Amounts described as a percentage in Specific Term No. 18(a) or 18(b) shall be a percentage of the Purchase Price unless otherwise specified by the parties. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third-party beneficiaries under this Agreement. 178
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u. Subdivision. If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 191
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v. Feasibility Contingency. Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 to verify the suitability of the Property for Buyer's intended use, including whether the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do so. Buyer should not rely on any oral statements concerning this made by Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive areas; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. If Buyer does not give notice of disapproval on or before the time period set forth in Specific Term No. 15, this feasibility contingency shall conclusively be deemed satisfied. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term v. 195
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w. Information Verification Period. Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term 216
No.16 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage 217
Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the 218
materially inaccurate information within the time period set forth in Specific Term No. 16. If Buyer gives timely notice 219
under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 220


x. Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 221
and information regarding the Property and the transaction are solely from Seller or Buyer, and not from any Broker. 222
The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 223
under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 224
related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. Brokers 225
make no representation concerning: (i) the lot size, boundaries, or accuracy of any information provided by Seller; (ii) 226
the square footage of any improvements on the Property; or (iii) whether there are any encroachments (e.g., fences, 227
rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, 228
square footage, and encroachments to Buyer's satisfaction. In addition, Brokers do not guarantee the value, quality or 229
condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, 230
insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of 231
possible defects or health hazards. Some properties may have other defects arising after construction, such as 232
drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination 233
that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or 234
hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's 235
satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions 236
and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer 237
is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is 238
sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not 239
limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local 240
ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting 241
third-party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the 242
services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding 243
third-party service providers. 244


y. Fair Housing. Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination 245
based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, 246
citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military 247
status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person 248
with a disability. 249


z. Financial Crimes Enforcement Network (FinCEN) Real Estate Reporting. Section 1010.821 of Chapter 31 of 250
the Code of Federal Regulations ("Code") requires that certain residential real estate transactions purchased with 251
all cash or without institutional lender financing, where at least one buyer is a legal entity, limited liability company, 252
corporation, partnership, trust, trustee, or other non-natural person, must be reported to the United States 253
Treasury Department's Financial Crimes Enforcement Network ("FinCEN Report"). 254

If this transaction is subject to the FinCEN Report, then Seller and Buyer shall, no later than Closing, provide to the 255
Closing Agent the information and documentation necessary to enable the Closing Agent to complete the FinCEN 256
Report. Such information and documentation includes the full legal name, date of birth, residential street address, and 257
the IRS taxpayer identification number of the beneficial owners of the Buyer, as further defined and described in the 258
Code. Buyer shall also pay all costs and fees to prepare and file the FinCEN Report. 259

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**OPTIONAL CLAUSES ADDENDUM TO
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The following is part of the Purchase and Sale Agreement dated April 29, 2026 1
between Jeffrey Swenson Carole Ann Swenson ("Buyer") 2
Buyer Buyer
and Bradley P. Hayton Barbara V. Hayton ("Seller") 3
Seller Seller
concerning 1-NHN Sun Mountain Court Camano Island WA 98282 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

1. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 6
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 7
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 8

Standard Owner's Coverage. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 9
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 10
additional protection and inflation protection endorsements, if available at no additional cost, rather than 11
the Homeowner's Policy of Title Insurance. 12

Extended Coverage. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for 13
an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's 14
Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage 15
Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and 16
the cost of any survey required by the title insurer. 17

2. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish 18
from the Property prior to Buyer taking possession. 19

3. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property 20
not later than the Possession Date. Any personal property remaining on the Property thereafter shall become 21
the property of Buyer, and may be retained or disposed of as Buyer determines. 22

4. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 23
 public water main; public sewer main; septic tank; well (specify type) _____; 24
 irrigation water (specify provider) _____; natural gas; telephone; electricity; 25
 cable (specify provider) _____; internet (specify provider) _____; 26
 other _____ . 27

5. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 28
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 29
Buyer the information below in writing as soon as available: 30

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 31
CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 32
OTHER INSULATION DATA: _____ 33

6. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following 34
items of personal property that are included with the sale: propane tank; security system; satellite 35
dish and operating equipment; other _____ . 36

Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled 37
in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 38
_____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever 39
is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer 40

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shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- 7. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
 - a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.

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


- 8. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in).


- 9. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):


- 10. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Unless completed below, the parties waive ordering of a home warranty policy in connection with this Agreement:


- a. Home warranty provider: _____
- b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Home warranty coverage period: _____ (one year, if not filled in).
- d. Options to be included: _____
_____ (none, if not filled in).
- e. Other: _____

- 11. **Other.**

 JS 04/29/2026
Buyer's Initials Date

 CS 04/29/2026
Buyer's Initials Date

 BPH 04/29/26
Seller's Initials Date

 BVH 04/29/26
Seller's Initials Date

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

The following is part of the Purchase and Sale Agreement dated April 29, 2026 1
between Jeffrey Swenson Carole Ann Swenson ("Buyer") 2
Buyer Buyer
and Bradley P. Hayton Barbara V. Hayton ("Seller") 3
Seller Seller
concerning 1-NHN Sun Mountain Court Camano Island WA 98282 (the "Property"). 4
Address City State Zip

Buyer should consult with the Island County Planning and Community Development Department to determine the 5
effect of airport and aircraft noise on the Property. 6

Island County Code Section 9.44.050 Disclosure Statement 7

The Property may be located within Airport Environs mapped impacted area. There are currently 5 (five) active airport 8
facilities in Island County. The Oak Harbor Airpark, the South Whidbey Airpark, and the Camano Airpark are general 9
aviation facilities and are identified on the attached map. Ault Field and OLF Coupeville are tactical military jet aircraft 10
facilities and are also identified on the attached map. Both Ault Field and OLF Coupeville are used for Field Carrier 11
Landing Practice (FCLP) purposes. Practice sessions are routinely scheduled during day and night periods. 12

Property in the vicinity of Ault Field and OLF Coupeville will routinely experience significant jet aircraft noise. As a 13
result airport noise zones have been identified in the immediate area of Ault Field and OLF Coupeville. Jet aircraft 14
noise is not, however, confined to the boundaries of these zones. 15

Additionally, the noise generated by the single flyover of a military jet may exceed the average noise level depicted by 16
the airport noise zones and may exceed 100 (one-hundred) dba. 17

More specific information regarding airport operation and aircraft noise can be obtained by calling the Community 18
Planning Liaison Office at NAS Whidbey Island and the Island County Planning and Community Development 19
Department. 20

* Please note that the attached map is not to scale, was drawn in 1992, and may be inaccurate. Additional maps and 21
information are available from the Island County Planning and Community Development Department. 22


Island County Code Section 14.01B.100 Disclosure Statement 23


The Property may be located within an Airport Noise Zone 2 or 3 impacted area. Persons on the premises may be 24
exposed to a significant noise level as a result of airport operations. Island County has placed certain restrictions on 25
construction of property within airport noise zones. Before purchasing or leasing the Property, you should consult the 26
Island County Noise Level Reduction Ordinance to determine the restrictions which have been placed on the 27
Property, if any. 28


For property located in Oak Harbor: 29


Oak Harbor Municipal Code Section 6.90.010 Noise Disclosure Requirement 30

The Property may be located within a designated noise zone for NAS Whidbey Island. Persons on the premises may 31
be exposed to a significant noise level as a result of airport operations. In addition, Oak Harbor has placed certain 32
restrictions on construction on property within the noise zones. Before purchasing, renting, or leasing the above 33
property, you should review those regulations to determine the restrictions placed on the subject property, if any. 34

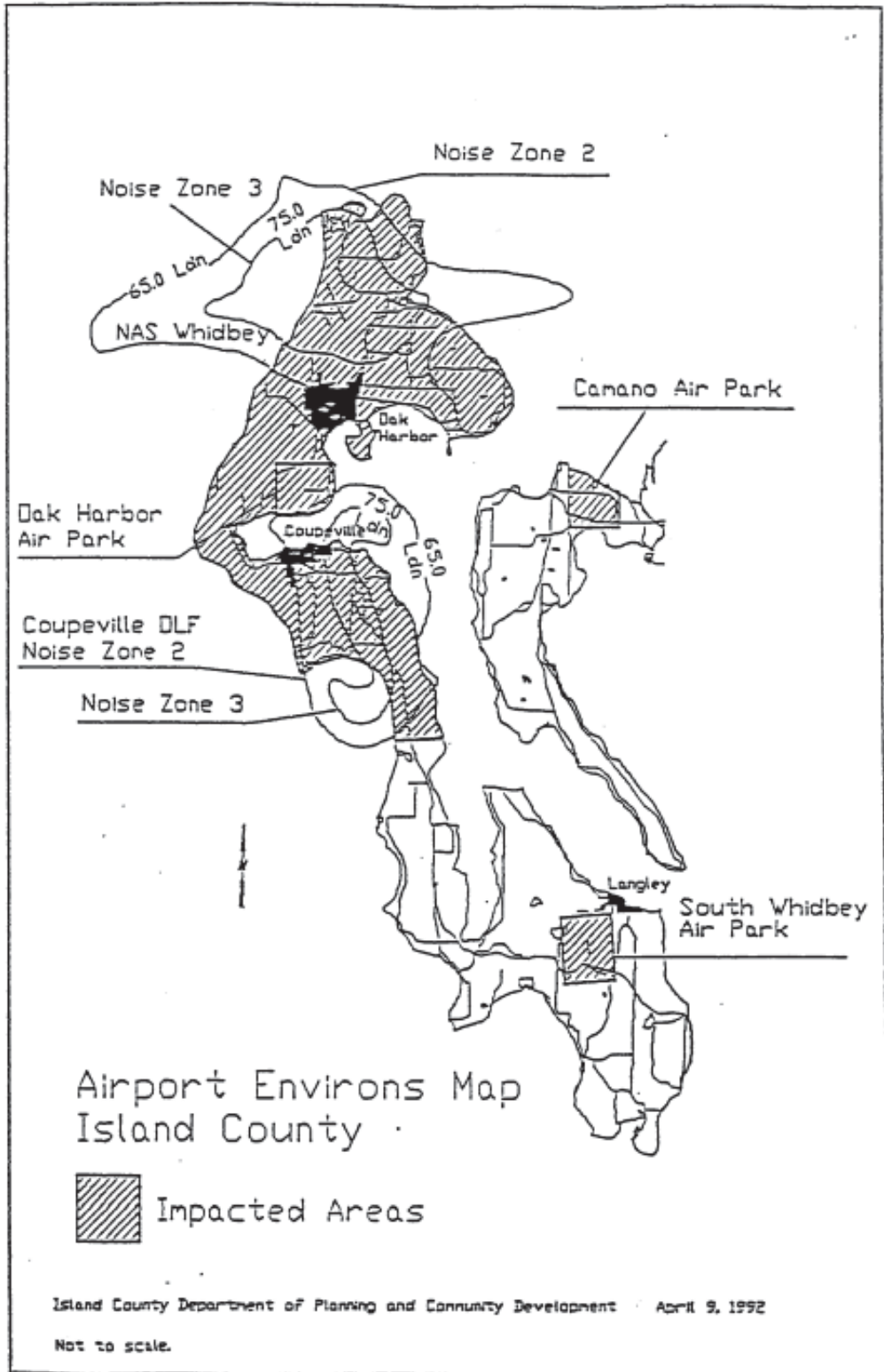
 JS 04/29/2026
Buyer's Initials Date

 CS 04/29/2026
Buyer's Initials Date

 BPH 04/29/26
Seller's Initials Date

 BVH 04/29/26
Seller's Initials Date

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



JS 04/29/2026
Buyer's Initials Date

CS 04/29/2026
Buyer's Initials Date

BPH 04/29/26
Seller's Initials Date

BVH 04/29/26
Seller's Initials Date

FEASIBILITY CONTINGENCY ADDENDUM


The following is part of the Purchase and Sale Agreement dated April 29, 2026 1


between Jeffrey Swenson Carole Ann Swenson ("Buyer") 2
Buyer Buyer


and Bradley P. Hayton Barbara V. Hayton ("Seller") 3
Seller Seller


concerning 1-NHN Sun Mountain Court Camano Island WA 98282 (the "Property"). 4
Address City State Zip

1. **FEASIBILITY CONTINGENCY.** Buyer shall verify within 30 days (20 days if not filled in) after mutual acceptance (the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended use. This feasibility contingency shall conclusively be deemed waived unless Buyer gives notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 5-9
2. **BUYER DUE DILIGENCE.** Buyer should not rely on any oral statements concerning the Property made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry shall include, but not be limited to: whether the Property can be platted, developed and/or built on (now or in the future) and the related costs; building or development moratoria applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any services connection charges; all other charges that must be paid. 10-19
3. **PROPERTY ACCESS.** Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expense in doing so. 20-27
4. **AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 28-31

 JS 04/29/2026
 Buyer's Initials Date

 CS 04/29/2026
 Buyer's Initials Date

 BPH 04/29/26
 Seller's Initials Date

 BVH 04/29/26
 Seller's Initials Date

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

The following is part of the Purchase and Sale Agreement dated April 29, 2026 1
between Jeffrey Swenson Carole Ann Swenson ("Buyer") 2
Buyer Buyer
and Bradley P. Hayton Barbara V. Hayton ("Seller") 3
Seller Seller
concerning 1-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: 8

Name e-mail or website (optional) 8
Address 9
City, State, Zip Fax. No. (optional) 10

SEWER DISTRICT: 11

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

IRRIGATION DISTRICT: 14

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

GARBAGE: 17

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

ELECTRICITY: 20

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

GAS: 23

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

SPECIAL DISTRICT(S): 26
(local improvement districts or utility local improvement districts)

Name e-mail or website (optional) 26
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

JS 04/29/2026
Buyer's Initials Date


CS 04/29/2026
Buyer's Initials Date

BPH 04/29/26
Seller's Initials Date


BVH 04/29/26
Seller's Initials 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.)

 JS 04/29/26

 BPH 04/29/26

 CS 04/29/26

 BVH 04/29/26

CS 04/29/26

JS 04/29/26

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Form 22E
FIRPTA Certification
Rev. 7/19
Page 1 of 1

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:

1-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 04/29/26 Barbara V Hayton 04/29/26
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