

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for July 27, 2006

The Honorable Board of Franklin County Commissioners met on the above date in a Special Session. Present for the meeting were Bob Koch, Chair Pro Tem; and Frank H. Brock, Member; Fred Bowen, County Administrator; and Patricia Shults, Pro Tem Clerk to the Board. Neva J. Corkrum, Chairman, was absent on county business.

SALE OF COUNTY PROPERTY

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board. Also present: Mr. Verhulp's secretary Deborah Ford.

Property Sale Documents

Mr. Verhulp asked for approval of property sale documents with one set for each property involved: Seller's Closing Statement, Closing Agreement and Escrow Instructions, Disclosure Notice, Real Estate Excise Tax Affidavit, Initial Privacy Policy Notice, and Supplement to Closing Agreement and Escrow Instructions.

Motion – Mr. Brock: So moved. Second by Mr. Koch. 2:0 vote in favor.

(Exhibit 1: CMV Holdings, LLC. Exhibit 2: Mohinder and Gurdish Sohal. Exhibit 3: Cardan Development LLC; Terry and Susan Moss. Exhibit 4: Ronald E. and Tracey L. Asmus.)

Mr. Verhulp said Cascade Title did make a change to one set of the closing documents, those related to WAM Enterprises, because of the Board's agreement to extend the closing deadline.

Cascade Title said as of yesterday Mr. and Mrs. Asmus have not obtained the financing. There is a contingency clause in the document stating the sale is contingent on obtaining financing.

Mr. Verhulp said once Franklin County has a property management policy in place similar to Benton County's, from there on you could likely appoint the county administrator to handle the signings and closings on the rest of the documents per the policy. It may be possible to alleviate this type of setting requiring the Board to take action in a Board meeting.

First Amended Real Estate Purchase and Sale Agreement

COMMISSIONERS RECORD 47
FRANKLIN COUNTY
Commissioners' Proceeding for July 27, 2006

Mr. Verhulp asked for Board approval to extend the closing date for WAM Enterprises by 60 days.

Motion – Mr. Brock: I move that we extend the closing date for WAM Enterprises on property purchased at TRAC until no later than September 27, 2006. This is Resolution 2006-372. Second by Mr. Koch. 2:0 vote in favor.

Delivery of documents

Motion – Mr. Brock: I move approval to have the documents delivered to Cascade Title. Second by Mr. Koch. 3:0 vote in favor.

OTHER BUSINESS

County Administrator Fred Bowen met with the Board.

Proposal for groundskeeping crew

A building located just north of the Public Works building is available to rent for \$8000 per year. A county surplus van is available that would cost \$1850. Mr. Bowen is preparing a proposed budget. He asked if the Board is interested in renting the building. Mr. Brock said he needs to see the budget options.

Mr. Koch suggested the designation of "Grounds." Mr. Bowen plans to gather all the equipment and tools together and make an inventory. The rental building would also include a place to house the county's carpenter with his equipment including table saws and routers. Mr. Koch asked what the storage costs are for the county such as in the Port of Pasco. Mr. Bowen said the county is not paying the Port of Pasco anything for the storage it is using. However, the current storage area doesn't have water or electricity.

Mr. Bowen told the Board about the condition of county grounds areas. If the Board would like, he can take the Board members on a tour.

Mr. Bowen said the county needs a trailer for lawn care equipment and needs a place to store chemicals. A chemical certification will be required for one employee. Mr. Bowen thinks a pickup and a van may both be needed. It is possible a surplus pickup will be available for purchase.

Adjourned at 8:35 a.m.

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until July 31, 2006.

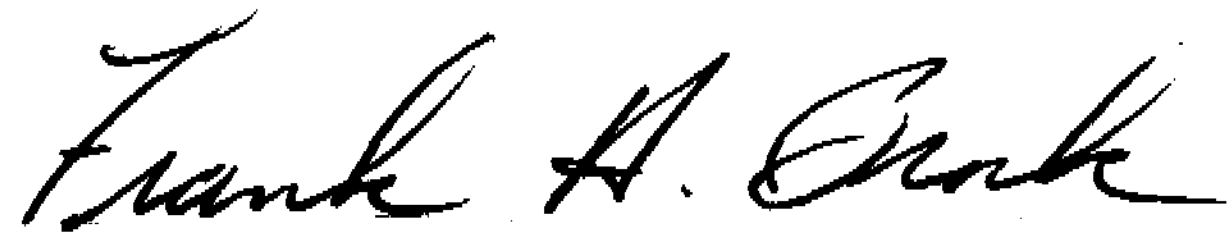
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

ABSENT

Chairman



Chairman Pro Tem



Member

Attest:



Clerk to the Board

Approved and signed July 31, 2006.

CLOSING DOCUMENTS

BUYER: CMV HOLDINGS LLC
PROPERTY: Lot 4 Building Site Plan 2006-02

1. Seller's Closing Statement (Estimated)
2. Closing Agreement and Escrow Instructions (For Purchase & Sale Transaction)
3. Disclosure Notice
4. Real Estate Excise Tax Affidavit (Chapter 82.45 – Chapter 458-61 WAC)
5. Initial Privacy Policy Notice
6. Supplement to Closing Agreement and Escrow Instructions
(For Purchase & Sale Transaction)

EXHIBIT 1
Cascade Title Company

8203 West Quinault Ave. Suite 10
Kennewick, WA 99336

(509) 783-0660

July 27, 2006

**SELLER'S CLOSING STATEMENT
ESTIMATED**

Seller: **FRANKLIN COUNTY WASHINGTON**

Escrow No: **00175259-010-PW**

Close Date: **07/27/2006**

Proration Date: **07/27/2006**

Date Prepared: **07/26/2006**

Property Address: **Lot 4 BSP 2006-02
Pasco, WA 99301**

TOTAL CONSIDERATION:
Total Consideration

390,500.00

COMMISSIONS:

Commission

28,400.00

\$28,400.00 to Western Real Estate Auctions LLC

ADDITIONAL CHARGES:

Excise processing fee to Franklin Co Treasurer

10.00

TITLE CHARGES:

Title Insurance Fees to Cascade Title Company

598.90

ESCROW CHARGES

Escrow Fee to Cascade Title Company

360.10

Sub Totals

29,369.00

390,500.00

Proceeds Due Seller

361,131.00

Totals

390,500.00

390,500.00

FRANKLIN COUNTY WASHINGTON


FRANK H. BROCK, Commissioner


ROBERT E. KOCH, Chair Pro Tem

ABSENT

NEVA J. CORKRUM, Chairman



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINULT AVE., SUITE 10 • KENNEWICK, WA 99338
 PHONE (509) 783-0660 • TITLE FAX (509) 783-0675
 ESCROW FAX (509) 783-6612

PURCHASERS: CMV HOLDINGS LLC

ESCROW NO. 00175259

SELLERS: FRANKLIN COUNTY WASHINGTON

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 Cascade Title Company (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, Earnest Money Agreement, or other written agreement, and any attachments, amendments or addenda to that 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 documents required to close the transaction must contain the "legal description" of the property. If the parties' agreement does not yet 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. The parties agree that by their execution of the final closing documents, the closing date shall be deemed to be extended as required to the date identified on the parties' settlement statements.

Documents. The closing agent is instructed to select, prepare, 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.

Deposits 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 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 disbursements 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.

Prorations. Adjustments or pro-rations of real estate taxes, and other charges if any, shall be made on a pro-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 on 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 and balance owing. The closing agent may 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 party's 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 its 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 the 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 additional 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 by the buyer and one-half by the 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.

Inability 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 instructions 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.

Definitions. 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 such 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 the 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, Inspection and Approval of the Property. Any required disclosures concerning the property including, but not limited to, preparation and delivery of any required Real Property Transfer Disclosure Statement, 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 the title to, encumbrances upon, ownership, or physical condition of such personal property, nor to calculate, pro-rate, collect, prepare returns for or pay any personal property 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, pay, pro-rate or adjust charges for installation or 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 of 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 of 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 improvements made to the property that have not been 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 assessment, 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 purposes of 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 or law.

Additional Agreements, Instructions and Disclosures:

Parties assure closing agent all terms and conditions of the purchase and sale agreement have been met

NOTICE TO PARTIES

The selection, preparation and completion of certain documents in this transaction may be performed by a person who is certified as a Limited Practice Officer under Admission to Practice Rule 12, adopted by the Washington State Supreme Court. Under that rule, Limited Practice Officers may only select, prepare and complete certain documents on forms which have been approved for their use. You are further advised that:

- **THE LIMITED PRACTICE OFFICER IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER (OR ANY) OF THE PARTIES.**
- **THE DOCUMENTS PREPARED BY THE LIMITED PRACTICE OFFICER WILL AFFECT THE LEGAL RIGHTS OF THE PARTIES.**
- **THE PARTIES INTERESTS IN THE DOCUMENTS MAY DIFFER.**
- **THE PARTIES HAVE A RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR OWN SELECTION.**
- **THE LIMITED PRACTICE OFFICER CANNOT GIVE LEGAL ADVICE AS TO THE MANNER IN WHICH THE DOCUMENTS AFFECT THE PARTIES.**

BY SIGNING THESE INSTRUCTIONS, EACH PARTY ACKNOWLEDGES:

I have been specifically informed that the closing agent is forbidden by law from offering any advice concerning the merits of the transaction or the documents that will be used to close the transaction.

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek 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 existing documents referred to in these instructions.

CMV HOLDINGS LLC

by:

Date

FRANKLIN COUNTY WASHINGTON

Frank H. Brock 7-27-06
FRANK H. BROCK, Commissioner

Date

Robert E. Koch 7/27/06
ROBERT E. KOCH, Chair Pro Tem

Date

ABSENT

NEVA J. CORKRUM, Chairman

Date

Borrower's mailing Address:
6600 W. Deschutes Ave Bldg. B
Kennewick, WA 99336

Seller's mailing Address:
1016 North 4th Avenue
Pasco, WA 99301

Accepted:

Pam Wilson



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINULT AVE., SUITE 10 • KENNEWICK, WA 99338
 PHONE (509) 783-0680 • TITLE FAX (509) 783-0675
 ESCROW FAX (509) 783-6612

DISCLOSURE NOTICE

July 26, 2006

Escrow No. 00175259

Cascade Title Company has been requested to act as the closing agent in the above referenced transaction. Your Closing Officer is Pam Wilson.

The documents for this transaction have been or will be prepared by the LIMITED PRACTICE OFFICER whose signature appears below. The Limited Practice Officer has been admitted by the Washington State Supreme Court to the limited practice of law under a rule identified as "APR-12". Under this rule the Limited Practice Officer may select, prepare and complete documents in a form previously approved by the Washington State Supreme Court through the Limited Practice Board, HOWEVER, :

1. The Limited Practice Officer is not acting as the advocate or representative of either (or any) of the parties;
2. The documents prepared by the Limited Practice Officer will affect the legal rights of the parties;
3. The parties' interests in the documents may differ;
4. The parties have a right to be represented by lawyers of their own selection, and;
5. The Limited Practice Officer cannot give legal advice as to the manner in which the documents affect the parties.

IF YOU WISH TO HAVE YOUR DOCUMENTS AND INSTRUMENTS PREPARED BY AN ATTORNEY OF YOUR CHOICE, PLEASE NOTIFY THE CLOSING OFFICER IMMEDIATELY.

All of the documents which have been, or will be prepared in connection with this escrow will be available for review by each party or their lawyers prior to their execution. To review documents, please contact the Closing Officer.

IF YOU DO NOT UNDERSTAND THIS TRANSACTION, PLEASE SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. THE LIMITED PRACTICE OFFICER CAN NOT GIVE YOU LEGAL ADVICE.

Cascade Title Company

BY:

Pamela J. Wilson, LPO #238

THE DOCUMENTS TO BE PREPARED IN THIS TRANSACTION ARE AS FOLLOWS:

☒ EXCISE TAX AFFIDAVIT

☐ MOBILE HOME EXCISE TAX AFFIDAVIT

I/we have been afforded adequate time to read and understand the above disclosure, as evidenced by my/our signature below, I/we acknowledge receipt of a copy of the above notice.

CMV HOLDINGS LLC

by:

Date

FRANKLIN COUNTY WASHINGTON

Frank H. Brock 7-27-06
 FRANK H. BROCK, Commissioner Date

Robert E. Koch 7/27/06
 ROBERT E. KOCH, Chair Pro Tem Date

ABSENT
 NEVA J. CORKRUM, Chairman Date



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 1-7 ARE FULLY COMPLETED

☐ Check box if partial sale of property

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

<p>SELLER GRANTOR</p> <p>1. Name FRANKLIN COUNTY WASHINGTON, a municipal corporation</p> <p>Mailing Address 1016 North 4th Avenue</p> <p>City/State/Zip Pasco, WA 99301</p> <p>Phone No. (Including area code) (509) 545-3518</p>	<p>BUYER GRANTEE</p> <p>2. Name CMV HOLDINGS LLC, a Washington Limited Liability Company</p> <p>Mailing Address 6600 W. Deschutes Ave Bldg. B</p> <p>City/State/Zip Kennewick, WA 99336</p> <p>Phone No. (Including area code) (509) 735-4218</p>
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3. Send All Property Tax Related Correspondence To ☐ Same As Buyer/Grantee

4. List All Real And Personal Property Tax Parcel Account Numbers - Check Box If Personal Property

Name	CMV HOLDINGS	117-490-110	<input type="checkbox"/>	\$ []
Mailing Address	6600 W. Deschutes Ave Bldg. B		<input type="checkbox"/>	\$ []
City/State/Zip	Kennewick, WA 99336		<input type="checkbox"/>	\$ []
Phone No. (with area code)	(509) 735-4218		<input type="checkbox"/>	\$ []

5. Street address of property **Lot 4 BSP 2006-02, Pasco, WA 99301**

This property is located in ☐ unincorporated Franklin County OR within ☒ city of Pasco

☐ 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 attached hereto and made a part hereof.)

6. Enter Abstract Use Categories: **[* 14]**

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

If exempt from property tax per chapter 84.33RCW (nonprofit organization), include:

Seller's Exempt Reg. No: **[]**

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

[*]

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

	YES	NO
8. Is this property designated as forest land chapter 84.36 TCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Is the property classified as current use (open space, farm and agricultural or lumber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

WAC No. (Section /Subsection) **[* 458-61a-420]**

Reason For Explanation **[Grantor is a Municipal Corporation]**

Type of Document **Special Warranty Deed**

Date of Document **7/24/06**

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

NEW OWNERS(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or lumber) 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.

Gross Selling Price **\$ 390,500.00**

*Personal Property (deduct) **\$ []**

Exemption Claimed (deduct) **\$ []**

Taxable Selling Price **\$ []**

Excise Tax: State **\$ 0.00**

[Franklin] Local **\$ 0.00**

* Delinquent Interest: State **\$ []**

[0.0050] Local **\$ []**

*Delinquent Penalty **\$ []**

*County Technology Fee **\$5.00**

*State Technology Fee **\$ 5.00**

\$ []

Total Due **\$10.00**

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 FEE OF \$10.00 IS DUE IN FEE'S AND/OR TAX
***SEE INSTRUCTIONS**

Signature of Grantor or Grantor's Agent

Name (print)

Date & city of signing:

Frank H Brock or Robert E. Koch

7/27/06 Pasco

Signature of Grantee or Grantee's Agent

Name (print)

Date & city of signing:

7/ /06 Kennewick

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 0001A (03/01/06)

THIS SPACE - TREASURER'S USE ONLY

[*COUNTY TREASURER]

Exhibit A

A Parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 01°27'05" West, along the East line of said Northeast Quarter, 520.00 feet; thence North 88°21'34" West, 281.72 feet to a point on the Southerly Margin of Rodeo Drive; thence South 01°38'26" West, 301.72 feet to the True Point of Beginning; thence South 01°38'26" West, 349.25 feet to a point on curve and being on the Northeasterly right of way margin of State Highway Sr 182 (E-CR-Line); thence along a 500.00 foot radius curve to the left through a central angle of 36°14'49" an arc distance of 316.31 feet and a chord bearing of North 77°01'38" West and a chord distance of 311.06 feet; thence leaving said Northeasterly margin North 01°38'26" East, 288.12 feet; thence South 88°21'34" East, 305.00 feet to the True Point of Beginning. (Also known as Lot 4, Binding site plan 2006-02 recorded under Auditor's File No. 1676945).



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99336
PHONE (509) 783-0660 • TITLE FAX (509) 783-0675
ESCROW FAX (509) 783-6612

Escrow No.: P175259CH

INITIAL PRIVACY POLICY NOTICE

What kind of information we collect. We collect information about you (e.g., your name, address, telephone number), and information about your transaction, including the identity of the real property that you are selling, buying or financing. We may obtain a copy of deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We may obtain information from the public records about the property. When we provide settlement services, we may obtain your social security number, date of birth and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account information, your credit application, paycheck receipts, tax returns, and bank statements to facilitate the transaction.

How we use this information. The company giving or specifically adopting this notice does not share your information with outside marketers. There's no need to tell us to keep your information to ourselves because we share your information only to provide the services requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transaction, for institutional risk control, and to provide information to government and law enforcement agencies and during the course of legal proceedings. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and/or procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

CMV HOLDINGS LLC

FRANKLIN COUNTY WASHINGTON

By:

ABSENT
Neva J. Corkram, Chairman
[Signature] 7-27-06
Robert E. Koch, Chair Pro Tem
[Signature] 7-27-06
Frank H. Brock, Member



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 98336
 PHONE (509) 783-0880 • TITLE FAX (509) 783-0675
 ESCROW FAX (509) 783-8812

PURCHASERS: CMV HOLDINGS LLC

ESCROW NO. 00175259

SELLERS: FRANKLIN COUNTY WASHINGTON

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 conditions of the Closing Agreement and Escrow Instructions, 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 :

- ☒ Special Warranty Deed
- ☒ Real Estate Excise Tax Affidavit

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

- ☒ Promissory Note
- ☒ Deed of Trust
- ☒ Loan documents prepared by

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 the legal description of the property and all attachments, supplements and endorsements to that report, issued by Cascade Title Company under order number [P175259CH], 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 and made a part of these instructions by this reference. I agree to pay my 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:

Assumed Encumbrances Approved. I have had adequate opportunity to review the terms of payment, interest rates and conditions of any existing notes, deeds of trust, mortgages, contracts, assessments or other debts or obligations that I will assume and agree to pay in this transaction, and hereby approve the same.

Property Approved. I have had adequate opportunity to inspect the property and 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 damage 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 its 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, the following:

1. Sale proceeds for the seller's account in the sum of \$390,500.00, to be disbursed according to the settlement statement, and;
2. Loan proceeds for the buyer's account in the sum of \$0.00, 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 ☒ standard or ☐ extended coverage with liability of \$390,500.00 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: 2 thru 16, and;
4. Such other policies of title insurance as may be required by any lenders that are providing financing for 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 (which is agreed to be the date of recording), the date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.

Adjustments and Prorations. The closing agent is instructed to adjust and pro-rate real estate taxes for the current year, recurrent assessments if any, and . All pro-rations shall be calculated as of [] the closing date, or 7/27/06 .

Proceeds Check:

- ☐ Seller will pick up proceeds check.
☐ Mail proceeds check to seller at:
☐ other (i.e. wire, deposit.): []

Additional Instructions: []

EACH PARTY FURTHER 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.

CMV HOLDINGS LLC

by:

Date

FRANKLIN COUNTY WASHINGTON

FRANK H. BROCK, Commissioner

Date

ROBERT E. KOCH, Chair Pro Tem

Date

ABSENT

NEVA J. CORKRUM, Chairman

Date

CLOSING DOCUMENTS

BUYERS: MOHINDER and GURDISH SOHAL
PROPERTY: Lot 3 Building Site Plan 2006-02

1. Seller's Closing Statement (Estimated)
2. Closing Agreement and Escrow Instructions (For Purchase & Sale Transaction)
3. Addendum to HUD-1 Settlement Statement
(Seller's and/or Borrower's Statement)
4. Disclosure Notice
5. Real Estate Excise Tax Affidavit (Chapter 82.45 – Chapter 458-61 WAC)
6. Initial Privacy Policy Notice
7. Supplement to Closing Agreement and Escrow Instructions
(For Purchase & Sale Transaction)

EXHIBIT 2
Cascade Title Company

8203 West Quinault Ave. Suite 10
Kennewick, WA 99336

(509) 783-0660

July 27, 2006

**SELLER'S CLOSING STATEMENT
ESTIMATED**

Seller: **FRANKLIN COUNTY WASHINGTON**

Escrow No: **00175258-010-PW**

Close Date: **07/27/2006**

Proration Date: **07/27/2006**

Date Prepared: **07/26/2006**

Property Address: **Lot 3 RSP 2006-02
Pasco, WA 99301**

TOTAL CONSIDERATION:
Total Consideration

467,500.00

COMMISSIONS:

Commission

34,000.00

\$34,000.00 to Western Real Estate Auctions LLC

ADDITIONAL CHARGES:

Excise processing fee to Franklin Co Treasurer

10.00

TITLE CHARGES:

Title Insurance Fees to Cascade Title Company

674.71

ESCROW CHARGES

Escrow Fee to Cascade Title Company

387.18

Sub Totals

35,071.89

467,500.00

Proceeds Due Seller

432,428.11

Totals

467,500.00

467,500.00

FRANKLIN COUNTY WASHINGTON


FRANK H. BROCK, Commissioner


ROBERT E. KOCH, Chair Pro Tem

NEVA J. CORKRUM, **ABSENT**
Chairman



Cascade Title Company
of Benton-Franklin Counties

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 ESCROW FAX (509) 783-6812

PURCHASERS: MOHINDER SOHAL
 GURDISH SOHAL

ESCROW NO. 00175258

SELLERS: FRANKLIN COUNTY WASHINGTON

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 Cascade Title Company (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, Earnest Money Agreement, or other written agreement, and any attachments, amendments or addenda to that 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 documents required to close the transaction must contain the "legal description" of the property. If the parties' agreement does not yet 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. The parties agree that by their execution of the final closing documents, the closing date shall be deemed to be extended as required to the date identified on the parties' settlement statements.

Documents. The closing agent is instructed to select, prepare, 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.

Deposits 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 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 disbursements 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.

Prorations. 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 on 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 and balance owing. The closing agent may 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 party's 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 its 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 the 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 additional 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 by the buyer and one-half by the 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.

Inability 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 instructions 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.

Definitions. 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 such 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 the 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, Inspection and Approval of the Property. Any required disclosures concerning the property including, but not limited to, preparation and delivery of any required Real Property Transfer Disclosure Statement, 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 the title to, encumbrances upon, ownership, or physical condition of such personal property, nor to calculate, pro-rate, collect, prepare returns for or pay any personal property 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, pay, pro-rate or adjust charges for installation or 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 of 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 of 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 improvements made to the property that have not been 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 assessment, 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 purposes of 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 or law.

Additional Agreements, Instructions and Disclosures:

Parties assure closing agent all terms and conditions of the purchase and sale agreement have been met

NOTICE TO PARTIES

The selection, preparation and completion of certain documents in this transaction may be performed by a person who is certified as a Limited Practice Officer under Admission to Practice Rule 12, adopted by the Washington State Supreme Court. Under that rule, Limited Practice Officers may only select, prepare and complete certain documents on forms which have been approved for their use. You are further advised that:

- **THE LIMITED PRACTICE OFFICER IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER (OR ANY) OF THE PARTIES.**
- **THE DOCUMENTS PREPARED BY THE LIMITED PRACTICE OFFICER WILL AFFECT THE LEGAL RIGHTS OF THE PARTIES.**
- **THE PARTIES INTERESTS IN THE DOCUMENTS MAY DIFFER.**
- **THE PARTIES HAVE A RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR OWN SELECTION.**
- **THE LIMITED PRACTICE OFFICER CANNOT GIVE LEGAL ADVICE AS TO THE MANNER IN WHICH THE DOCUMENTS AFFECT THE PARTIES.**

BY SIGNING THESE INSTRUCTIONS, EACH PARTY ACKNOWLEDGES:

I have been specifically informed that the closing agent is forbidden by law from offering any advice concerning the merits of the transaction or the documents that will be used to close the transaction.

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek 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 existing documents referred to in these instructions.

MOHINDER SOHAL

Date

FRANKLIN COUNTY WASHINGTON

Frank H. Brock
FRANK H. BROCK, Commissioner

7-27-06

Date

GURDISH SOHAL

Date

Robert E. Koch
ROBERT E. KOCH, Chair Pro Tem

7/27/06

Date

ABSENT

NEVA J. CORKRUM, Chairman

Date

Borrower's mailing Address:
16733-168th Terr SE
Renton, WA 98058

Seller's mailing Address:
1016 N. 4th Avenue
Pasco, WA 99301

Accepted:

Pam Wilson

ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

Escrow No. 00175258

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

SELLER'S AND/OR BORROWER'S STATEMENT

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursement made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursement as shown on the attached statement and approve same for payment.

BORROWERS/PURCHASERS

MOHINDER SOHAL

GURDISH SOHAL

SELLERS

FRANKLIN COUNTY WASHINGTON

 7-27-06
FRANK H. BROCK, Commissioner

 7-27-06
ROBERT E. KOCH, Chair Pro Tem

ABSENT

NEVA J. CORKRUM, Chairman

CERTIFICATION OF SETTLEMENT AGENT

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were (i) received, or (ii) paid outside closing, and the funds received have been or will be disbursed by the undersigned as part of the settlement of this transaction. I further certify that I have obtained the above certifications which were executed by the borrower(s) and seller(s) as indicated.

Settlement Agent

Cascade Title Company

By:

Pam Wilson

Date

(The certifications contained herein may be obtained from the respective parties at different times or may be obtained on separate addenda)

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINULT AVE., SUITE 10 • KENNEWICK, WA 99338
 PHONE (509) 783-0660 • TITLE FAX (509) 783-0675
 ESCROW FAX (509) 783-8612

DISCLOSURE NOTICE

July 26, 2006

Escrow No. 00175258

Cascade Title Company has been requested to act as the closing agent in the above referenced transaction. Your Closing Officer is Pam Wilson.

The documents for this transaction have been or will be prepared by the LIMITED PRACTICE OFFICER whose signature appears below. The Limited Practice Officer has been admitted by the Washington State Supreme Court to the limited practice of law under a rule identified as "APR-12". Under this rule the Limited Practice Officer may select, prepare and complete documents in a form previously approved by the Washington State Supreme Court through the Limited Practice Board, HOWEVER, :

1. The Limited Practice Officer is not acting as the advocate or representative of either (or any) of the parties;
2. The documents prepared by the Limited Practice Officer will affect the legal rights of the parties;
3. The parties' interests in the documents may differ;
4. The parties have a right to be represented by lawyers of their own selection, and;
5. The Limited Practice Officer cannot give legal advice as to the manner in which the documents affect the parties.

IF YOU WISH TO HAVE YOUR DOCUMENTS AND INSTRUMENTS PREPARED BY AN ATTORNEY OF YOUR CHOICE, PLEASE NOTIFY THE CLOSING OFFICER IMMEDIATELY.

All of the documents which have been, or will be prepared in connection with this escrow will be available for review by each party or their lawyers prior to their execution. To review documents, please contact the Closing Officer.

IF YOU DO NOT UNDERSTAND THIS TRANSACTION, PLEASE SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. THE LIMITED PRACTICE OFFICER CAN NOT GIVE YOU LEGAL ADVICE.

Cascade Title Company

BY:

Pamela J. Wilson, LPO #238

THE DOCUMENTS TO BE PREPARED IN THIS TRANSACTION ARE AS FOLLOWS:

☒ EXCISE TAX AFFIDAVIT

☐ MOBILE HOME EXCISE TAX AFFIDAVIT

I/we have been afforded adequate time to read and understand the above disclosure, as evidenced by my/our signature below, I/we acknowledge receipt of a copy of the above notice.

MOHINDER SOHAL

Date

GURDISH SOHAL

Date

FRANKLIN COUNTY WASHINGTON

Frank H. Brock 7-27-06
 FRANK H. BROCK, Commissioner Date

R. Koch 7/27/06
 ROBERT E. KOCH, Chair Pro Tem Date

ABSENT
 NEVA J. CORKRUM, Chairman Date



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT
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 1-7 ARE FULLY COMPLETED

☐ Check box if partial sale of property

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

SELLER GRANTOR Name FRANKLIN COUNTY WASHINGTON, a municipal corporation Mailing Address 1016 N. 4th Avenue City/State/Zip Pasco, WA 99301 Phone No. (Including area code) 509545	BUYER GRANTEE Name MOHINDER SOHAL and GURDISH SOHAL, husband and wife Mailing Address 16733-168th Terr SE City/State/Zip Renton, WA 98058 Phone No. (Including area code) (206) 673-3339
---	---

Send All Property Tax Related Correspondence To ☐ Same As Buyer/Grantee

List All Real And Personal Property Tax Parcel Account Numbers - Check Box If Personal Property

Name	Mohinder Sohal	117-490-109	<input type="checkbox"/>	\$ []
Mailing Address	16733-168th Terr SE		<input type="checkbox"/>	\$ []
City/State/Zip	Renton, WA 98058		<input type="checkbox"/>	\$ []
Phone No. (with area code)	(206) 673-3339		<input type="checkbox"/>	\$ []

Street address of property **Lot 3 BSP 2006-02, Pasco, WA 99301**

This property is located in ☐ unincorporated Franklin County OR within ☒ city of Pasco

☐ 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 attached hereto and made a part hereof.)

5. Enter Abstract Use

Categories: [* 14]

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

If exempt from property tax per chapter 84.33RCW (nonprofit organization), include:

Seller's Exempt Reg. No: []

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

[*]

[]

[]

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

6. YES NO

Is this property designated as forest land chapter 84.36 TCW? ☐ ☒

Is the property classified as current use (open space, farm and agricultural or lumber) land per chapter 84.34? ☐ ☒

Is this property receiving special valuation as historical property per chapter 84.26 RCW? ☐ ☒

WAC No. (Section /Subsection) [* 458-61a-420]

Reason For Explanation [Seller is a municipal corporation]

Type of Document [Special Warranty Deed]Date of Document 7/24/06

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

NEW OWNERS(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or lumber) 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 FEE OF \$10.00 IS DUE IN FEE'S AND/OR TAX

*SEE INSTRUCTIONS

8

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

Signature of Grantor or Grantor's Agent

Name (print)

Date & city of signing:

Frank H. Brock or Robert L. Koch

7/27/06

Signature of

Grantee or Grantee's Agent

Name (print)

Date & city of signing:

Mohinder or Gurdish

7/ /06 Kennewick

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)).

Exhibit A

A parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 east, Willamette Meridian, Franklin County, Washington, described as follows.

Commencing at the Northeast corner of said Northeast Quarter; thence South 01°27'05" West, along the east line of said Northeast Quarter, 520.00 feet; thence North 88°21'34" West, 281.72 feet to a point on the Southerly margin Rodeo Drive and the True Point of Beginning; thence South 01°38'26" East, 301.72 feet; thence North 88°21'34" West, 305.00 feet; thence North 01°38'26" East, 301.72 feet to a point on the Southerly margin or Rodeo Drive; thence South 88°21'34" East along said Southerly margin, 305.00 feet to the True Point of Beginning. (Also know as Lot 3, Binding site plan 2006-02 recorded under Auditors File No. 1676945).



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 98336

PHONE (509) 783-0880 • TITLE FAX (509) 783-0675

ESCROW FAX (509) 783-8812

Escrow No.: P175258CH

INITIAL PRIVACY POLICY NOTICE

What kind of information we collect. We collect information about you (e.g., your name, address, telephone number), and information about your transaction, including the identity of the real property that you are selling, buying or financing. We may obtain a copy of deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We may obtain information from the public records about the property. When we provide settlement services, we may obtain your social security number, date of birth and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account information, your credit application, paycheck receipts, tax returns, and bank statements to facilitate the transaction.

How we use this information. The company giving or specifically adopting this notice does not share your information with outside marketers. There's no need to tell us to keep your information to ourselves because we share your information only to provide the services requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transaction, for institutional risk control, and to provide information to government and law enforcement agencies and during the course of legal proceedings. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and/or procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

ABSENT

MOHINDER SOHAL

GURDISH SOHAL

R. K. K. 7-27-06
Frank H. Brink 7-27-06



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINULT AVE., SUITE 10 • KENNEWICK, WA 98336
 PHONE (509) 783-0860 • TITLE FAX (509) 783-0875
 ESCROW FAX (509) 783-6612

PURCHASERS: MOHINDER SOHAL
 GURDISH SOHAL

ESCROW NO. 00175258

SELLERS: FRANKLIN COUNTY WASHINGTON

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 conditions of the Closing Agreement and Escrow Instructions, 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 :

- ☒ Special Warranty Deed
- ☒ Real Estate Excise Tax Affidavit

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

- ☒ Promissory Note
- ☒ Deed of Trust
- ☒ Loan documents prepared by Bank of the West

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 the legal description of the property and all attachments, supplements and endorsements to that report, issued by Cascade Title Company under order number [P175258CH], 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 and made a part of these instructions by this reference. I agree to pay my 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:

Assumed Encumbrances Approved. I have had adequate opportunity to review the terms of payment, interest rates and conditions of any existing notes, deeds of trust, mortgages, contracts, assessments or other debts or obligations that I will assume and agree to pay in this transaction, and hereby approve the same.

Property Approved. I have had adequate opportunity to inspect the property and 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 damage 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 its 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, the following:

1. Sale proceeds for the seller's account in the sum of \$467,500.00, to be disbursed according to the settlement statement, and;
2. Loan proceeds for the buyer's account in the sum of \$235,000.00, 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 ☒ standard or ☐ extended coverage with liability of \$467,500.00 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: 2 thru 6, 8 thru 14, new deed of trust, and;
4. Such other policies of title insurance as may be required by any lenders that are providing financing for 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 (which is agreed to be the date of recording), the date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.

Adjustments and Prorations. The closing agent is instructed to adjust and pro-rate real estate taxes for the current year, recurrent assessments if any, and . All pro-rations shall be calculated as of [] the closing date, or [7-27-06].

Proceeds Check:

- ☐ Seller will pick up proceeds check.
☐ Mail proceeds check to seller at:
☐ other (i.e. wire, deposit.): []

Additional Instructions: []

EACH PARTY FURTHER 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.

MOHINDER SOHAL

Date

FRANKLIN COUNTY WASHINGTON

Frank H. Brock
FRANK H. BROCK, Commissioner

7/27/06
Date

GURDISH SOHAL

Date

Robert E. Koch
ROBERT E. KOCH, Chair Pro Tem

7/27/06
Date

ABSENT
NEVA J. CORKRUM, Chairman

Date

CLOSING DOCUMENTS

BUYERS: CARDAN DEVELOPMENT LLC; TERRY and SUSAN MOSS
PROPERTY: Lot 2 Building Site Plan 2006-02

1. Seller's Closing Statement (Estimated)
2. Closing Agreement and Escrow Instructions (For Purchase & Sale Transaction)
3. Disclosure Notice
4. Real Estate Excise Tax Affidavit (Chapter 82.45 – Chapter 458-61 WAC)
5. Initial Privacy Policy Notice
6. Supplement to Closing Agreement and Escrow Instructions
(For Purchase & Sale Transaction)

EXHIBIT 3
Cascade Title Company

8203 West Quinault Ave. Suite 10
Kennewick, WA 99336
(509) 783-0660

July 27, 2006

**SELLER'S CLOSING STATEMENT
ESTIMATED**

Seller: **FRANKLIN COUNTY WASHINGTON**

Escrow No: **00175257-010-PW**

Close Date: **07/27/2006**

Proration Date: **07/27/2006**

Date Prepared: **07/26/2006**

Property Address: **NNA Lot 2 BSP 2006-02
Pasco, WA 99301**

TOTAL CONSIDERATION:
Total Consideration

451,000.00

COMMISSIONS:

Commission

32,800.00

\$24,600.00

to Western Real Estate Auctions LLC

\$8,200.00

to Commercial Realty Group

TITLE CHARGES:

Title Insurance Fees to Cascade Title Company

663.88

RECORDING FEES:

Excise Processing fee to Franklin Co Treasurer

10.00

ESCROW CHARGES

Escrow Fee to Cascade Title Company

387.18

Sub Totals

33,861.06

451,000.00

Proceeds Due Seller

417,138.94

Totals

451,000.00

451,000.00

FRANKLIN COUNTY WASHINGTON


FRANK H. BROCK, Commissioner


ROBERT E. KOCH, Chair Pro Tem

ABSENT
NEVA J. CORKRUM, Chairman



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 98338
 PHONE (509) 783-0680 • TITLE FAX (509) 783-0675
 ESCROW FAX (509) 783-0612

PURCHASERS: CARDAN DEVELOPMENT LLC
 TERRY MOSS
 SUSAN MOSS

ESCROW NO. 00175257

SELLERS: FRANKLIN COUNTY WASHINGTON

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 Cascade Title Company (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, Earnest Money Agreement, or other written agreement, and any attachments, amendments or addenda to that 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 documents required to close the transaction must contain the "legal description" of the property. If the parties' agreement does not yet 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. The parties agree that by their execution of the final closing documents, the closing date shall be deemed to be extended as required to the date identified on the parties' settlement statements.

Documents. The closing agent is instructed to select, prepare, 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.

Deposits 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 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 disbursements 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.

Prorations. 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 on 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 and balance owing. The closing agent may 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 party's 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 its 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 the 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 additional 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 by the buyer and one-half by the 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.

Inability 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 instructions 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.

Definitions. 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 such 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 the 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, Inspection and Approval of the Property. Any required disclosures concerning the property including, but not limited to, preparation and delivery of any required Real Property Transfer Disclosure Statement, 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 the title to, encumbrances upon, ownership, or physical condition of such personal property, nor to calculate, pro-rate, collect, prepare returns for or pay any personal property 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, pay, pro-rate or adjust charges for installation or 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 of 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 of 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 improvements made to the property that have not been 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 assessment, 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 purposes of 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 or law.

Additional Agreements, Instructions and Disclosures:

Parties assure closing agent all terms and conditions of the purchase and sale agreement have been met

NOTICE TO PARTIES

The selection, preparation and completion of certain documents in this transaction may be performed by a person who is certified as a Limited Practice Officer under Admission to Practice Rule 12, adopted by the Washington State Supreme Court. Under that rule, Limited Practice Officers may only select, prepare and complete certain documents on forms which have been approved for their use. You are further advised that:

- THE LIMITED PRACTICE OFFICER IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER (OR ANY) OF THE PARTIES.
- THE DOCUMENTS PREPARED BY THE LIMITED PRACTICE OFFICER WILL AFFECT THE LEGAL RIGHTS OF THE PARTIES.
- THE PARTIES INTERESTS IN THE DOCUMENTS MAY DIFFER.
- THE PARTIES HAVE A RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR OWN SELECTION.
- THE LIMITED PRACTICE OFFICER CANNOT GIVE LEGAL ADVICE AS TO THE MANNER IN WHICH THE DOCUMENTS AFFECT THE PARTIES.

BY SIGNING THESE INSTRUCTIONS, EACH PARTY ACKNOWLEDGES:

I have been specifically informed that the closing agent is forbidden by law from offering any advice concerning the merits of the transaction or the documents that will be used to close the transaction.

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek 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 existing documents referred to in these instructions.

CARDAN DEVELOPMENT LLC

Danny L. Campbell, Managing Member

Date

FRANKLIN COUNTY WASHINGTON

Frank H. Brock
FRANK H. BROCK, Commissioner

7-27-06
Date

TERRY MOSS

Date

R. Koch
ROBERT E. KOCH, Chair, Pro Tem

7-27-06
Date

ABSENT

SUSAN MOSS

Date

NEVA J. CORKRUM, Chairman

Date

Borrower's mailing Address:
625 Okanogan Ave Rear
Wenatchee WA 98801

Seller's mailing Address:
1016 N 4th Ave
Pasco, WA 99301

Accepted:

Pam Wilson



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINULT AVE., SUITE 10 • KENNEWICK, WA 98338
 PHONE (509) 783-0880 • TITLE FAX (509) 783-0875
 ESCROW FAX (509) 783-6812

DISCLOSURE NOTICE

July 26, 2006

Escrow No. 00175257

Cascade Title Company has been requested to act as the closing agent in the above referenced transaction. Your Closing Officer is Pam Wilson.

The documents for this transaction have been or will be prepared by the LIMITED PRACTICE OFFICER whose signature appears below. The Limited Practice Officer has been admitted by the Washington State Supreme Court to the limited practice of law under a rule identified as "APR-12". Under this rule the Limited Practice Officer may select, prepare and complete documents in a form previously approved by the Washington State Supreme Court through the Limited Practice Board, HOWEVER, :

1. The Limited Practice Officer is not acting as the advocate or representative of either (or any) of the parties;
2. The documents prepared by the Limited Practice Officer will affect the legal rights of the parties;
3. The parties' interests in the documents may differ;
4. The parties have a right to be represented by lawyers of their own selection, and;
5. The Limited Practice Officer cannot give legal advice as to the manner in which the documents affect the parties.

IF YOU WISH TO HAVE YOUR DOCUMENTS AND INSTRUMENTS PREPARED BY AN ATTORNEY OF YOUR CHOICE, PLEASE NOTIFY THE CLOSING OFFICER IMMEDIATELY.

All of the documents which have been, or will be prepared in connection with this escrow will be available for review by each party or their lawyers prior to their execution. To review documents, please contact the Closing Officer.

IF YOU DO NOT UNDERSTAND THIS TRANSACTION, PLEASE SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. THE LIMITED PRACTICE OFFICER CAN NOT GIVE YOU LEGAL ADVICE.

Cascade Title Company

BY:

Pamela J. Wilson, LPO #238

THE DOCUMENTS TO BE PREPARED IN THIS TRANSACTION ARE AS FOLLOWS:

☒ EXCISE TAX AFFIDAVIT ☐ MOBILE HOME EXCISE TAX AFFIDAVIT
☐ [] ☐ []

I/we have been afforded adequate time to read and understand the above disclosure, as evidenced by my/our signature below, I/we acknowledge receipt of a copy of the above notice.

CARDAN DEVELOPMENT LLC

Danny L. Campbell, Managing Member

Date

FRANKLIN COUNTY WASHINGTON

FRANK H. BROCK, Commissioner

Date

TERRY MOSS

Date

ROBERT E. KOCH, Chair Pro Tem

Date

SUSAN MOSS

Date

NEVA J. CORKRUM, Chairman

Date

ABSENT



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT
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 1-7 ARE FULLY COMPLETED**☐ Check box if partial sale of property

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

SELLER GRANTOR
 Name **FRANKLIN COUNTY WASHINGTON, a**
municipal corporation
Mailing Address **1016 N 4th Ave**City/State/Zip **Pasco, WA 99301**

Phone No. (Including area code)

BUYER GRANTEE
 Name **CARDAN DEVELOPMENT LLC and TERRY**
MOSS and SUSAN MOSS, husband and wife,
each as to a 50% interest
Mailing Address **4620 9th Ave NE**City/State/Zip **Bellevue, WA 98004**Phone No. (Including area code) **(509) 663-8564**Send All Property Tax Related Correspondence To ☐ Same As Buyer/GranteeList All Real And Personal Property Tax Parcel
Account Numbers - Check Box If Personal Property

Listed Assessed Value(s)

Name **Terry Moss c/o Commerical Realty Group****117-490-108** ☐ \$ []Mailing Address **4620 9th Ave NE**☐ \$ []City/State/Zip **Bellevue, WA 98004**☐ \$ []Phone No. (with area code) **(509) 663-8564**☐ \$ []Street address of property **NNA Lot 2 BSP 2006-02, Pasco, WA 99301**This property is located in ☐ unincorporated Franklin County OR within☒ city of Pasco☐ 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 attached hereto and made a part hereof.**5. Enter Abstract Use**Categories: **[* 14]**

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

If exempt from property tax per chapter 84.33RCW (nonprofit organization),
include:Seller's Exempt Reg. No: **[]****6. 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) **[* 458-61a-420]**Reason For Exemption **[Grantor is a Municipal
Corporation]**Type of Document **[Special Warranty Deed]**Date of Document **7/24/06**

- 6.**
- | | YES | NO |
|---|--------------------------|-------------------------------------|
| Is this property designated as forest land chapter 84.36 TCW? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Is the property classified as current use (open space, farm and agricultural or lumber) land per chapter 84.34? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Is this property receiving special valuation as historical property per chapter 84.26 RCW? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If any answers are yes, complete as instructed below..

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

NEW OWNERS(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or lumber) 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.Gross Selling Price **\$ 451,000.00**

*Personal Property (deduct) \$ []

Exemption Claimed (deduct) \$ []

Taxable Selling Price \$ []

Excise Tax: State \$ 0.00

[Franklin] Local \$ 0.00

* Delinquent Interest: State \$ []

[0.0050] Local \$ []

*Delinquent Penalty \$ []

*County Technology Fee \$[5.00]

*State Technology Fee \$ 5.00

\$ []

Total Due **\$10.00**

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 FEE 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

Name (print)

Frank H. Brock, or Robert L. Koch

Date & city of signing:

7/27/06 Pasco

Signature of
Grantee or Grantee's Agent

Name (print)

Terry Moss

Date & city of signing:

7/ /06 Kennewick

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)).

Exhibit A

A Parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 01°27'05" West, along the East line of said Northeast Quarter, 520.00 feet; thence North 88°21'34" West, 586.72 feet to a point on the Southerly Margin of Rodes Drive; thence South 01°38'26" West, 253.36 feet to the True Point of Beginning; thence South 01°38'26" West, 336.49 feet to a point on curve and being on the Northeasterly right of way margin of State Highway Sr 182 (E-CR-Line); thence along a 500.00 foot radius curve to the left through a central angle of 05°30'48" an arc distance of 48.11 feet and a chord bearing of South 82°05'34" West and a chord distance of 48.09 feet to a point of Non-tangent; thence North 69°22'07" West, 174.84 feet to a point on the Easterly right of way margin or Road 68, thence North 13°45'10" West, along said easterly Margin, 298.27 feet; thence South 88°21'34" East, 291.93 feet to the true Point of Beginning. (Also known as lot 2, blinding site plan 2006-02, recorded under Auditor's File No. 1676945).



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99336

PHONE (509) 783-0660 • TITLE FAX (509) 783-0675

ESCROW FAX (509) 783-8612

Escrow No.: P175257CH

INITIAL PRIVACY POLICY NOTICE

What kind of information we collect. We collect information about you (e.g., your name, address, telephone number), and information about your transaction, including the identity of the real property that you are selling, buying or financing. We may obtain a copy of deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We may obtain information from the public records about the property. When we provide settlement services, we may obtain your social security number, date of birth and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account information, your credit application, paycheck receipts, tax returns, and bank statements to facilitate the transaction.

How we use this information. The company giving or specifically adopting this notice does not share your information with outside marketers. There's no need to tell us to keep your information to ourselves because we share your information only to provide the services requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transaction, for institutional risk control, and to provide information to government and law enforcement agencies and during the course of legal proceedings. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and/or procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

CARDAN DEVELOPMENT LLC

TERRY MOSS

SUSAN MOSS

FRANKLIN COUNTY WASHINGTON

Rekord 7-27-06

Frank H. Brink 7-27-06



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99336
 PHONE (509) 783-0860 • TITLE FAX (509) 783-0875
 ESCROW FAX (509) 783-6612

PURCHASERS: CARDAN DEVELOPMENT LLC
 TERRY MOSS
 SUSAN MOSS

ESCROW NO. 00175257

SELLERS: FRANKLIN COUNTY WASHINGTON

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 conditions of the Closing Agreement and Escrow Instructions, 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 :

- ☒ Special Warranty Deed
- ☒ Real Estate Excise Tax Affidavit

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

- ☒ Real Estate Excise Tax Affidavit
- ☐ []

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 the legal description of the property and all attachments, supplements and endorsements to that report, issued by Cascade Title Company under order number [P175257CH], 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 and made a part of these instructions by this reference. I agree to pay my 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:

Assumed Encumbrances Approved. I have had adequate opportunity to review the terms of payment, interest rates and conditions of any existing notes, deeds of trust, mortgages, contracts, assessments or other debts or obligations that I will assume and agree to pay in this transaction, and hereby approve the same.

Property Approved. I have had adequate opportunity to inspect the property and 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 damage 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 its 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, the following:

1. Sale proceeds for the seller's account in the sum of \$451,000.00, to be disbursed according to the settlement statement, and;
2. Loan proceeds for the buyer's account in the sum of \$0.00, 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 ☒ standard or ☐ extended coverage with liability of \$451,000.00 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: 2 (real estate taxes for balance of 2006) thru 16, and;
4. Such other policies of title insurance as may be required by any lenders that are providing financing for 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 (which is agreed to be the date of recording), the date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.

Adjustments and Prorations. The closing agent is instructed to adjust and pro-rate real estate taxes for the current year, recurrent assessments if any, and . All pro-rations shall be calculated as of [] the closing date, or 7/27/06 .

Proceeds Check:

- ☐ Seller will pick up proceeds check.
☐ Mail proceeds check to seller at:
☐ other (i.e. wire, deposit.): []

Additional Instructions: []

EACH PARTY FURTHER 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.

CARDAN DEVELOPMENT LLC

Danny L. Campbell, Managing Member

Date

FRANKLIN COUNTY WASHINGTON

Frank H Brock
 FRANK H. BROCK, Commissioner

Date

7-27-06

TERRY MOSS

Date

Robert E Koch
 ROBERT E. KOCH, Chair Pro Tem

Date

7-27-06

SUSAN MOSS

Date

ABSENT
 NEVA J. CORKRUM, Chairman

Date

CLOSING DOCUMENTS

BUYERS: RONALD E. and TRACEY L. ASMUS
PROPERTY: Lots 1 and 2 Building Site Plan 2006-03

1. Seller's Closing Statement (Estimated)
2. Closing Agreement and Escrow Instructions (For Purchase & Sale Transaction)
3. Addendum to HUD-1 Settlement Statement
(Seller's and/or Borrower's Statement)
4. Disclosure Notice
5. Real Estate Excise Tax Affidavit (Chapter 82.45 – Chapter 458-61 WAC)
6. Initial Privacy Policy Notice
7. Supplement to Closing Agreement and Escrow Instructions
(For Purchase & Sale Transaction)

EXHIBIT 4
Cascade Title Company

8203 West Quinault Ave. Suite 10
Kennewick, WA 99336
(509) 783-0660

July 27, 2006

**SELLER'S CLOSING STATEMENT
ESTIMATED**

Seller: **FRANKLIN COUNTY WASHINGTON**

Escrow No: **00175260-010-PW**

Close Date: **07/27/2006**

Proration Date: **07/27/2006**

Date Prepared: **07/26/2006**

Property Address: **Lots 1 & 2 BSP 2006-03
Pasco, WA 99301**

TOTAL CONSIDERATION:
Total Consideration

682,000.00

PRORATIONS AND ADJUSTMENTS:

Assessments

From 7/27/2006 To 1/1/2007

3.15

Based on Annual amount of \$7.28

#075 Asmt

From 7/27/2006 To 1/1/2007

3.15

Based on Annual amount of \$7.28

COMMISSIONS:

Commission

49,600.00

\$37,200.00

to WESTERN REAL ESTATE AUCTIONS

\$12,400.00

to Ron Asmus Homes, Inc., Real Estate Division

ADDITIONAL CHARGES:

Excise Processing fee to Franklin Co Treasurer

10.00

TITLE CHARGES:

Title Insurance Fees to Cascade Title Company

912.97

ESCROW CHARGES

Escrow Fee to Cascade Title Company

436.45

Sub Totals

50,959.42

682,006.30

Proceeds Due Seller

631,046.88

Totals

682,006.30

682,006.30

FRANKLIN COUNTY WASHINGTON


FRANK H. BROCK, Commissioner

ABSENT

NEVA J. CORKRUM, Chairman


ROBERT E. KOCH, Chair Pro Tem



Cascade Title Company of Benton-Franklin Counties

8203 W. QUINULT AVE., SUITE 10 • KENNEWICK, WA 98336

PHONE (509) 783-0860 • TITLE FAX (509) 783-0875

ESCROW FAX (509) 783-8812

PURCHASERS: RONALD E. ASMUS
TRACEY L. ASMUS

ESCROW NO. 00175260

SELLERS: FRANKLIN COUNTY WASHINGTON

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 Cascade Title Company (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, Earnest Money Agreement, or other written agreement, and any attachments, amendments or addenda to that 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 documents required to close the transaction must contain the "legal description" of the property. If the parties' agreement does not yet 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. The parties agree that by their execution of the final closing documents, the closing date shall be deemed to be extended as required to the date identified on the parties' settlement statements.

Documents. The closing agent is instructed to select, prepare, 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.

Deposits 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 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 disbursements 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.

Prorations. 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 on 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 and balance owing. The closing agent may 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 party's 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 its 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 the 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 additional 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 by the buyer and one-half by the 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.

Inability 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 instructions 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.

Definitions. 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 such 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 the 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, Inspection and Approval of the Property. Any required disclosures concerning the property including, but not limited to, preparation and delivery of any required Real Property Transfer Disclosure Statement, 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 the title to, encumbrances upon, ownership, or physical condition of such personal property, nor to calculate, pro-rate, collect, prepare returns for or pay any personal property 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, pay, pro-rate or adjust charges for installation or 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 of 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 of 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 improvements made to the property that have not been 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 assessment, 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 purposes of 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 or law.

Additional Agreements, Instructions and Disclosures:

Parties assure closing agent all terms and conditions of the purchase and sale agreement have been met;

Parties understand closing on 7/27/06 is contingent upon buyers funding being completed. If this is not possible, buyer will need to negotiate an extension with seller outside of escrow

NOTICE TO PARTIES

The selection, preparation and completion of certain documents in this transaction may be performed by a person who is certified as a Limited Practice Officer under Admission to Practice Rule 12, adopted by the Washington State Supreme Court. Under that rule, Limited Practice Officers may only select, prepare and complete certain documents on forms which have been approved for their use. You are further advised that:

- THE LIMITED PRACTICE OFFICER IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER (OR ANY) OF THE PARTIES.
- THE DOCUMENTS PREPARED BY THE LIMITED PRACTICE OFFICER WILL AFFECT THE LEGAL RIGHTS OF THE PARTIES.
- THE PARTIES INTERESTS IN THE DOCUMENTS MAY DIFFER.
- THE PARTIES HAVE A RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR OWN SELECTION.
- THE LIMITED PRACTICE OFFICER CANNOT GIVE LEGAL ADVICE AS TO THE MANNER IN WHICH THE DOCUMENTS AFFECT THE PARTIES.

BY SIGNING THESE INSTRUCTIONS, EACH PARTY ACKNOWLEDGES:

I have been specifically informed that the closing agent is forbidden by law from offering any advice concerning the merits of the transaction or the documents that will be used to close the transaction.

The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek 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 existing documents referred to in these instructions.

RONALD E. ASMUS

Date

FRANKLIN COUNTY WASHINGTON

Frank H. Brock
FRANK H. BROCK, Commissioner

7-27-06

Date

TRACEY L. ASMUS

Date

Robert E. Koch
ROBERT E. KOCH, Chair Pro Tem

7-27-06

Date

ABSENT

NEVA J. CORKRUM, Chairman

Date

Borrower's mailing Address:
802 S. Dawes Street
Kennewick, WA 99336

Seller's mailing Address:
1016 N. 4th Ave
Pasco, WA 99301

Accepted:

Pam Wilson

**ADDENDUM TO HUD-1
SETTLEMENT STATEMENT**

Escrow No. 00175260

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

SELLER'S AND/OR BORROWER'S STATEMENT

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursement made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursement as shown on the attached statement and approve same for payment.

BORROWERS/PURCHASERS

RONALD E. ASMUS

TRACEY L. ASMUS

SELLERS

FRANKLIN COUNTY WASHINGTON


FRANK H. BROCK, Commissioner

7-27-06


ROBERT E. KOCH, Chair Pro Tem

7-27-06

ABSENT

NEVA J. CORKRUM, Chairman

CERTIFICATION OF SETTLEMENT AGENT

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were (i) received, or (ii) paid outside closing, and the funds received have been or will be disbursed by the undersigned as part of the settlement of this transaction. I further certify that I have obtained the above certifications which were executed by the borrower(s) and seller(s) as indicated.

Settlement Agent

Cascade Title Company

By:

Pam Wilson

Date

(The certifications contained herein may be obtained from the respective parties at different times or may be obtained on separate addenda)

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.



Cascade Title Company
of Benton-Franklin Counties

8203 W. QUINAULT AVE., SUITE 10 • KENNEWICK, WA 99338
 PHONE (509) 783-0680 • TITLE FAX (509) 783-0675
 ESCROW FAX (509) 783-6812

DISCLOSURE NOTICE

July 26, 2006

Escrow No. 00175260

Cascade Title Company has been requested to act as the closing agent in the above referenced transaction. Your Closing Officer is Pam Wilson.

The documents for this transaction have been or will be prepared by the LIMITED PRACTICE OFFICER whose signature appears below. The Limited Practice Officer has been admitted by the Washington State Supreme Court to the limited practice of law under a rule identified as "APR-12". Under this rule the Limited Practice Officer may select, prepare and complete documents in a form previously approved by the Washington State Supreme Court through the Limited Practice Board, HOWEVER, :

1. The Limited Practice Officer is not acting as the advocate or representative of either (or any) of the parties;
2. The documents prepared by the Limited Practice Officer will affect the legal rights of the parties;
3. The parties' interests in the documents may differ;
4. The parties have a right to be represented by lawyers of their own selection, and;
5. The Limited Practice Officer cannot give legal advice as to the manner in which the documents affect the parties.

IF YOU WISH TO HAVE YOUR DOCUMENTS AND INSTRUMENTS PREPARED BY AN ATTORNEY OF YOUR CHOICE, PLEASE NOTIFY THE CLOSING OFFICER IMMEDIATELY.

All of the documents which have been, or will be prepared in connection with this escrow will be available for review by each party or their lawyers prior to their execution. To review documents, please contact the Closing Officer.

IF YOU DO NOT UNDERSTAND THIS TRANSACTION, PLEASE SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. THE LIMITED PRACTICE OFFICER CAN NOT GIVE YOU LEGAL ADVICE.

Cascade Title Company

BY:

Pamela J. Wilson, LPO #238

THE DOCUMENTS TO BE PREPARED IN THIS TRANSACTION ARE AS FOLLOWS:

☒ EXCISE TAX AFFIDAVIT

☐ MOBILE HOME EXCISE TAX AFFIDAVIT

I/we have been afforded adequate time to read and understand the above disclosure, as evidenced by my/our signature below, I/we acknowledge receipt of a copy of the above notice.

RONALD E. ASMUS

Date

TRACEY L. ASMUS

Date

FRANKLIN COUNTY WASHINGTON

Frank H. Brock
 FRANK H. BROCK, Commissioner

Date 7-27-06

Robert E. Koch
 ROBERT E. KOCH, Chair Pro Tem

Date 7-27-06

ABSENT

NEVA J. CORKRUM, Chairman

Date

July 27, 2006



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT
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 1-7 ARE FULLY COMPLETED

☐ Check box if partial sale of property

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

SELLER GRANTOR
 Name **FRANKLIN COUNTY WASHINGTON, a municipal corporation**
 Mailing Address **1016 N. 4th Ave**
 City/State/Zip **Pasco, WA 99301**
 Phone No. (Including area code) **(509) 545-3518**

BUYER GRANTEE
 Name **RONALD E. ASMUS and TRACEY L. ASMUS, husband and wife**
 Mailing Address **802 S. Dawes Street**
 City/State/Zip **Kennewick, WA 99336**
 Phone No. (Including area code) **(509) 783-9012**

Send All Property Tax Related Correspondence To ☐ Same As Buyer/Grantee

List All Real And Personal Property Tax Parcel Account Numbers - Check Box If Personal Property

Name **Ronald E & Tracey L. Asmus**
 Mailing Address **802 S. Dawes Street**
 City/State/Zip **Kennewick, WA 99336**
 Phone No. (with area code) **(509) 783-9012**

Listed Assessed Value(s)
 117-490-074 ☐ \$ []
 117-490-075 ☐ \$ []
☐ \$ []
☐ \$ []

Street address of property **Lots 1 & 2 BSP 2006-03, Pasco, WA 99301**This property is located in ☐ unincorporated **Franklin** County OR within☒ city of **Pasco**☐ 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 attached hereto and made a part hereof.

5. Enter Abstract UseCategories: **[* 14]**

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

If exempt from property tax per chapter 84.33RCW (nonprofit organization), include:

Seller's Exempt Reg. No: **[]**

6. YES NO
 Is this property designated as forest land chapter 84.36 TCW? ☐ ☒
 Is the property classified as current use (open space, farm and agricultural or lumber) 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 OWNERS(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or lumber) 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

8.
 Signature of Grantor or Grantor's Agent

Name (print)

Frank H. Brock or Robert E. Koch

Date & city of signing:

7/27/06 Pasco

Signature of Grantee or Grantee's Agent

Name (print)

Ronald E. or Tracey L. Asmus

Date & city of signing:

7/ /06 Kennewick

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 0001A (03/01/06)

THIS SPACE - TREASURER'S USE ONLY

[*COUNTY TREASURER]

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) **[* 458-61a-420]**Reason For Exemption **[Grantor is a Municipal Corporation]**Type of Document **[Special Warranty Deed]**Date of Document **7/24/06**Gross Selling Price **\$ 682,000.00***Personal Property (deduct) **\$ []**Exemption Claimed (deduct) **\$ []**Taxable Selling Price **\$ []**Excise Tax: State **\$ 0.00****[Franklin]** Local **\$ 0.00*** Delinquent Interest: State **\$ []****[0.0050]** Local **\$ []***Delinquent Penalty **\$ []***County Technology Fee **\$5.00***State Technology Fee **\$ 5.00****\$ []**Total Due **\$10.00**

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

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

Exhibit A

PARCEL A: (117-490-074)

A parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence North 89°44'32" West, along the North line of said Northeast Quarter, 586.59 feet; thence South 00°15'28" West, 59.00 feet to a point on the Southerly right of way margin of Burden Road and being the True Point of Beginning; thence South 89°44'32" East, along said Southerly Margin 305.09 feet; thence South 01°38'26" West, 187.71 feet; thence North 88°21'34" West, 305.00 feet; thence North 01°38'26" East, 180.35 feet to the True Point of Beginning. (Also known as Lot 1 of Binding Site Plan 2006-03, recorded under Auditor's File No. 1676946).

PARCEL B: (117-490-075)

A parcel of land situated in the Northeast Quarter of Section 16, Township 9 North, Range 29 East, Willamette Meridian, Franklin County, Washington, described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence North 89°44'32" West, along the North line of said North line of said Northeast Quarter, 586.59 feet; thence South 00°15'28" West, 59.00 feet to a point on the Southerly right of way margin of Burden Road; thence South 01°28'26" West, 180.35 feet to the True Point of Beginning; thence South 88°21'34" East, 305.00 feet; Thence South 01°38'26" West, 186.51 feet to a point on the Northerly margin of Rodeo Drive; thence North 88°21'34" West, along said Northerly margin, 305.00 feet; thence North 01°38'26" East, 186.51 feet to the True Point of Beginning. (Also known as lot 2, Binding site Plan 2006-03 recorded under Auditor's File No. 1676946)



Cascade Title Company
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PHONE (509) 783-0680 • TITLE FAX (509) 783-0675
ESCROW FAX (509) 783-6612

Escrow No.: P175260SP

INITIAL PRIVACY POLICY NOTICE

What kind of information we collect. We collect information about you (e.g., your name, address, telephone number), and information about your transaction, including the identity of the real property that you are selling, buying or financing. We may obtain a copy of deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We may obtain information from the public records about the property. When we provide settlement services, we may obtain your social security number, date of birth and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account information, your credit application, paycheck receipts, tax returns, and bank statements to facilitate the transaction.

How we use this information. The company giving or specifically adopting this notice does not share your information with outside marketers. There's no need to tell us to keep your information to ourselves because we share your information only to provide the services requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transaction, for institutional risk control, and to provide information to government and law enforcement agencies and during the course of legal proceedings. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and/or procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

FRANKLIN COUNTY WASHINGTON

RONALD E. ASMUS

TRACEY L. ASMUS

ABSENT
Neva J. Corkrum, Chairperson

Robert E. Koch 7-27-06
Robert E. Koch, Chair Pro Tem

Frank H. Brock 7-27-06
Frank H. Brock, Member



Cascade Title Company
of Benton-Franklin Counties

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 ESCROW FAX (509) 783-0612

PURCHASERS: RONALD E. ASMUS
 TRACEY L. ASMUS

ESCROW NO. 00175260

SELLERS: FRANKLIN COUNTY WASHINGTON

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 conditions of the Closing Agreement and Escrow Instructions, 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 :

- ☒ Special Warranty Deed
- ☒ Real Estate Excise Tax Affidavit

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

- ☒ Promissory Note
- ☒ Deed of Trust
- ☒ Loan documents prepared by COLUMBIA RIVER BANK

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 the legal description of the property and all attachments, supplements and endorsements to that report, issued by Cascade Title Company under order number [P175260SP], 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 and made a part of these instructions by this reference. I agree to pay my 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:

Assumed Encumbrances Approved. I have had adequate opportunity to review the terms of payment, interest rates and conditions of any existing notes, deeds of trust, mortgages, contracts, assessments or other debts or obligations that I will assume and agree to pay in this transaction, and hereby approve the same.

Property Approved. I have had adequate opportunity to inspect the property and 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 damage 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 its 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, the following:

1. Sale proceeds for the seller's account in the sum of \$682,000.00, to be disbursed according to the settlement statement, and;
2. Loan proceeds for the buyer's account in the sum of \$613,800.00, 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 ☒ standard or ☐ extended coverage with liability of \$682,000.00 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: 2 thru 15; new deed of trust, and;
4. Such other policies of title insurance as may be required by any lenders that are providing financing for 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 (which is agreed to be the date of recording), the date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.

Adjustments and Prorations. The closing agent is instructed to adjust and pro-rate real estate taxes for the current year, recurrent assessments if any, and . All pro-rations shall be calculated as of ☒ the closing date, or ☐

Proceeds Check:

- ☐ Seller will pick up proceeds check.
☐ Mail proceeds check to seller at:
☐ other (i.e. wire, deposit.): []

Additional Instructions: []

EACH PARTY FURTHER 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.

RONALD E. ASMUS

Date

FRANKLIN COUNTY WASHINGTON

Frank H. Brock
FRANK H. BROCK, Commissioner

Date

7-27-06

TRACEY L. ASMUS

Date

Robert E. Koch
ROBERT E. KOCH, Chair Pro Tem

Date

7-27-06

NEVA J. CORKRUM, Chairman

Date