

5.5 Closing Obligations of District. On or before Closing, the District shall deliver to the Escrow Agent the following:

5.5.1 The Purchase Price.

5.5.2 A Closing Statement in form and content reasonably satisfactory to the parties.

5.5.3 A completed real estate excise tax affidavit form executed by the District in accordance with applicable law.

5.5.4 Any other documents necessary to effect the transaction contemplated in this Agreement.

5.6 Closing Obligations of Seller. At Closing, Seller shall deliver to the Escrow Agent the following duly executed and acknowledged documents (where appropriate):

5.6.1 The Deed, duly executed and acknowledged by Seller.

5.6.2 The duly executed final subdivision approval, as set forth in Paragraph 2 above.

5.6.2 A Closing Statement in form and content reasonably satisfactory to the parties.

5.6.3 A FIRPTA certification.


5.6.4 A completed real estate excise tax affidavit form executed by Seller in accordance with applicable law.

5.6.6 Any other documents necessary to effect the transaction contemplated in this Agreement.

5.7 Possession. The District shall be entitled to possession upon Closing. "**Closing**" means the date on which all documents, including the Deed, are recorded and the Purchase Price is available for unconditional disbursement to Seller.

6. **Default.** In the event that Seller breaches this Agreement, the District shall, in its sole discretion, (i) have the right to pursue specific performance of this Agreement or (ii) receive the Earnest Money and terminate this Agreement; in either case, such remedy shall be the District's sole and exclusive remedy for Seller's breach hereof. If the District is the defaulting party, then Seller may retain the Earnest Money as liquidated damages (and not as a penalty) as the sole and exclusive remedy available to Seller for such failure.

District's Initials: _____

Sellers' Initials: 

7. **Seller's Representations and Warranties.** Seller represents and warrants to the District as follows:

7.1 Ownership; Non-Foreign Status. Seller shall own the Property at Closing, shall have the right to sell the Property and is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended.

7.2 Hazardous Substances. To the best of Seller's knowledge, there is no hazardous substance, petroleum, hydrocarbon, underground storage tanks or toxic materials of any kind ("**Hazardous Substances**") in, on or about the Property. Seller has not allowed the deposit, release or

storage of Hazardous Substances in, on or about the Property prior to the date of mutual acceptance of this Agreement, and Seller shall not allow the deposit, release or storage of Hazardous Substances in, on or about the Property prior to Closing.

7.3 Survival of Warranties. All of Seller's representations and warranties provided in this Agreement shall survive Closing.

7.4 Condition of Property - AS IS WHERE IS. Except as otherwise stated in this Agreement, the District accepts the Property in its present condition AS IS WHERE IS, without warranty or representation except as specifically set forth herein.

8. Miscellaneous.

8.1. Attorneys' Fees; Governing Law; Venue. In the event of any dispute, including mediation, arbitration or litigation concerning this Agreement or if this Agreement is otherwise placed with an attorney for action, then the prevailing party shall be awarded all litigation costs and expenses, and reasonable attorneys' fees. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any such suit shall be Pacific County, Washington.

8.2 Entire Agreement. This Agreement constitutes the full and entire understanding between Seller and the District. There are no verbal agreements that modify or affect this Agreement.

8.3 Binding Effect. This Agreement applies to, inures to the benefit of, and is binding on not only the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

8.4 Commissions, Finder's Fees and/or Monetary Compensation. Neither party has entered into or authorized any commission agreement or listing/selling agency relationship with respect to this transaction. To the extent that either party subsequently enters into such an agreement or relationship, that party shall be solely responsible for, and shall indemnify and hold harmless the other party for, any commissions, finder's fees or other monetary compensation that may become due and owing to a third party as a result of such agreement or relationship.

8.5 Computation of Time. Any time limit in or applicable to a notice shall commence on the day following receipt of the notice and shall expire at midnight of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which event the time limit shall expire at midnight of the next business day. Any specified period of five (5) days or less shall include business days only. Time is of the essence on this Agreement.

8.6 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon (i) personal delivery to the party to be notified or (ii) delivery by a nationally recognized delivery service (such as Federal Express or UPS) or (iii) three (3) days following deposit with the United States Post Office, postage prepaid and addressed to the party to be notified or (iv) successful transmittal by email to the email address to the party to be notified, at the following addresses or at such other addresses as may be designated by the parties from time to time:

District:

North Beach Water District

Attn: William Neal, General Manager

PO Box 618

Ocean Park, WA 98640

Email: bneal@northbeachwater.com

Seller:

Wiegardt Group, LLC

Attn: Dobby Wiegardt

Email: paymist14@yahoo.com

8.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument and all of which together will be considered one and the same agreement, and will become effective when counterparts, that together contain the signatures of each party to this Agreement, will have been delivered to the District and Seller. This Agreement may be executed and delivered via facsimile or email transmission of a copy of an originally-signed counterpart; provided original signatures shall be promptly exchanged by the parties thereafter.

WHEREFORE, the parties have executed this Agreement as of the dates indicated below.

SELLER:

Wiegardt Group, LLC, a Washington
limited liability company

GUSTAVE A. WIEGARDT JR

By Gustave A. Wiegardt Jr.

Its: Co-Manager

Date: Aug 8 2012

THE DISTRICT:

North Beach Water District, a
Washington municipal corporation

By William Neal

Its: General Manger

Date: 8/8/12

**FIRST ADDENDUM TO
VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS FIRST ADDENDUM TO VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT (this "*First Addendum*") is entered into effective this ____ day of _____, 2013, by and between WIEGARDT GROUP, LLC, a Washington limited liability company ("*Seller*") and the NORTH BEACH WATER DISTRICT, a municipal corporation (the "*District*") with regard to the following:

R e c i t a l s

A. Seller and the District are parties to that Vacant Land Purchase and Sale Agreement, dated August 8, 2012 (the "*Agreement*").

B. The Agreement calls for a closing date no later than February 28, 2013 (the "*Closing Date*"). The parties desire to extend that closing date, as set forth more fully herein.

NOW, THEREFORE, for and in good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Subparagraph 1.3 to Extend Closing Date. Paragraph 1.3 of the Agreement is amended and replaced in its entirety to read as follows:

1.3 Date of Closing. The purchase and sale transaction set forth in this Agreement shall be closed as soon as reasonably possible following the expiration of each and all of the contingencies set forth in Paragraphs 2 and 3 below, and in no event later than August 1, 2013 (the "*Closing Date*").

2. New Subparagraph 1.4. A new Paragraph 1.4 is added to the Agreement to read as follows:

1.4 Continued Marketing of Property During Extended Contingency Period. In consideration of the extension of the Closing Date from February 28, 2013 to August 1, 2013, Seller may, in Seller's discretion, continue to market the Property until the expiration and/or satisfaction of all contingencies set forth in Paragraphs 2 and 3 below. If, prior to the District's waiver of contingencies in accordance with Paragraph 3.5 below, Seller receives a third-party offer to purchase the Property for an amount equal to or greater than the Purchase Price that Seller wishes to accept, Seller shall provide written notice to the District of the offer (including a complete copy thereof) (the "*Offer Notice*"). The District shall have thirty (30) days following its receipt of the Offer Notice to waive all contingencies, in which case the Closing Date shall be scheduled no later than twenty (20) days following the District's waiver, unless otherwise upon mutual agreement by the parties. If the District does not waive its contingencies within said thirty (30) day period, Seller may elect to sell the property to the third party for the same terms and conditions set forth in the Offer Notice, in which case, this Agreement shall terminate upon the closing of Seller's sale of the Property to the third party. If this Agreement terminates in

accordance with this Paragraph 1.4, the Earnest Money shall be returned to the District, without offset or penalty.

2. No Further Amendment. Except as specifically set forth in this First Addendum, the Agreement remains unamended and in full force and effect and binding upon the each of the parties thereto.

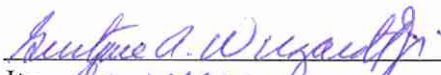
3. Incorporation of Recitals. The agreements and understandings of the parties as set forth in the Recitals to this First Addendum are incorporated into this First Addendum and made a part of the agreement of the parties by this reference.

4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum on the date first written above.


SELLER:

Wiegardt Group, LLC, a Washington
limited liability company

By 
Its Co-Manager

THE DISTRICT:

North Beach Water District, a
Washington municipal corporation

By 
Its General Manager

**SECOND ADDENDUM TO
VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS FIRST ADDENDUM TO VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT (this "*Second Addendum*") is entered into effective this ____ day of _____, 2013, by and between WIEGARDT GROUP, LLC, a Washington limited liability company ("*Seller*") and the NORTH BEACH WATER DISTRICT, a municipal corporation (the "*District*") with regard to the following:

R e c i t a l s

- A. Seller and the District are parties to that Vacant Land Purchase and Sale Agreement, dated August 8, 2012 (the "*Agreement*").
- B. The Agreement calls for a closing date no later than February 28, 2013 (the "*Closing Date*").
- c. The First Addendum extends that closing date to August 1, 2013. The parties desire to extend the closing date identified in the First Addendum, as set forth more fully herein.

NOW, THEREFORE, for and in good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Subparagraph 1.3 to Extend Closing Date. Paragraph 1.3 of the Agreement is amended and replaced in its entirety to read as follows:

1.3 Date of Closing. The purchase and sale transaction set forth in this Agreement shall be closed as soon as reasonably possible following the expiration of each and all of the contingencies set forth in Paragraphs 2 and 3 below, and in no event later than September 30, 2013 (the "*Closing Date*").

2. New Subparagraph 1.4. A new Paragraph 1.4 is added to the Agreement to read as follows:

1.4 Continued Marketing of Property During Extended Contingency Period. In consideration of the extension of the Closing Date from August 1, 2013 to September 30, 2013, Seller may, in Seller's discretion, continue to market the Property until the expiration and/or satisfaction of all contingencies set forth in Paragraphs 2 and 3 below. If, prior to the District's waiver of contingencies in accordance with Paragraph 3.5 below, Seller receives a third-party offer to purchase the Property for an amount equal to or greater than the Purchase Price that Seller wishes to accept, Seller shall provide written notice to the District of the offer (including a complete copy thereof) (the "*Offer Notice*"). The District shall have thirty (30) days following its receipt of the Offer Notice to waive all contingencies, in which case the Closing Date shall be scheduled no later than twenty (20) days following the District's waiver, unless otherwise upon mutual agreement by the parties. If the District does not waive its contingencies within said thirty (30) day period, Seller may elect to sell the property to the third

party for the same terms and conditions set forth in the Offer Notice, in which case, this Agreement shall terminate upon the closing of Seller's sale of the Property to the third party. If this Agreement terminates in accordance with this Paragraph 1.4, the Earnest Money shall be returned to the District, without offset or penalty.

2. No Further Amendment. Except as specifically set forth in this First Addendum, the Agreement remains unamended and in full force and effect and binding upon the each of the parties thereto.

3. Incorporation of Recitals. The agreements and understandings of the parties as set forth in the Recitals to this First Addendum are incorporated into this First Addendum and made a part of the agreement of the parties by this reference.

4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum on the date first written above.

SELLER:

Wiegardt Group, LLC, a Washington
limited liability company

By *Eustace A. Wiegardt Jr.*
Its *Manager*

THE DISTRICT:

North Beach Water District, a
Washington municipal corporation

By *[Signature]*
Its *General Manager*