

REAL ESTATE PURCHASE AND SALE AGREEMENT

Parcel(s) \_\_\_\_\_

Received from:

\_\_\_\_\_ (Buyer)

the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in the form of a \_\_\_\_\_ check which will be deposited with Pioneer Title Company, Pullman WA, by Broker within three (3) days after mutual acceptance. The earnest money will be applied as a credit to Buyer on the closing of the following described real estate, which Buyer agrees to buy and Seller agrees to sell, located in Adams County, Washington, legally described in Exhibit "A" attached hereto, and by this reference is made a part of this Agreement.

AGENCY DISCLOSURE: At the signing of this Agreement, the Selling Broker (insert name of Selling Broker) \_\_\_\_\_ represented (check one) \_\_\_\_\_ Buyer, \_\_\_\_\_ both parties; and the Listing Broker, C.D. "Butch" Booker, Kincaid Real Estate, represented the David Hille Estate by Colleen Blauert, Personal Representative, \_\_\_\_\_ Seller, \_\_\_\_\_ both parties. Buyer and Seller both confirm that prior oral and/or written disclosure of agency was provided to each of them in this transaction. If Selling Agent and Listing Agent are different licensees affiliated with the same broker, then both parties consent to that broker acting as a dual agent. If Selling Agent and Listing Agent are the same person representing both parties, then both parties confirm their consent to that agent and his/her broker acting as dual agents. Both parties acknowledge receipt of a copy of the pamphlet entitled "The Law of Real Estate Agency."

1. PURCHASE PRICE: The total purchase price is \$ \_\_\_\_\_.

2. METHOD OF PAYMENT: The purchase price shall be paid in cash on closing, including earnest money.

3. BUYER'S REPRESENTATION: Buyer represents that Buyer has sufficient funds available to close this sale in accordance with this Agreement and is not relying on any contingent source of funds unless otherwise set forth in this Agreement.

4. TITLE - Title to the property shall be marketable at closing. Rights, reservations, covenants, conditions, and restrictions presently of record or of apparent use, easements and encroachments of record or apparent use, not materially affecting the value of the property or unduly interfering with Buyer's intended use of the property shall not cause the title to be considered unmarketable. Additionally, the property is subject to the standard policy printed exceptions of Chicago Title Company, and the encumbrances, if any, retained by Seller for security as set forth in this Agreement. Buyer accepts the property subject to all easements and encroachments of record or of apparent use, including, but not limited to, easements granted to or retained or held by public utilities or governmental entities, and subject to easements, restrictions, and reservations for the supply of water and water rights and future assessments therefore. Encumbrances to be discharged by Seller shall be paid by Seller on or before closing and may be paid out of the closing. See Commitment for Title Insurance which is, by this reference, made a part of the Agreement.

- 49 5. **TITLE INSURANCE:** The parties authorize the closing agent, at Seller’s expense, to apply for a  
50 standard form owner’s policy of title insurance to be issued by Chicago Title Company. The title insurance shall  
51 contain no exceptions other than those contained in said standard form, those referred to in this Agreement, those  
52 accepted by Buyer, and those not inconsistent with this Agreement. If title is not so insurable and cannot be made  
53 so insurable prior to closing, Buyer may elect either to waive such encumbrances or defects and proceed with the  
54 closing, or to terminate this Agreement and receive a refund of the earnest money, at which time, this Agreement  
55 shall be at an end. Buyer acknowledges that a standard form title insurance does not insure the location of  
56 boundaries, and that an extended form of insurance is available at additional cost, with such additional cost to be  
57 borne by the Buyer.  
58
- 59 6. **CONVEYANCE:** This Agreement provides for a cash sale and title shall be conveyed by Special  
60 Warranty Deed free of encumbrances and defects except those included in this Agreement or otherwise acceptable  
61 to Buyer.  
62
- 63 7. **UTILITIES:** Seller represents to the best of Seller’s knowledge that *some* parcels are provided electrical  
64 service from Avista Utilities.  
65
- 66 8. **PROPERTY CONDITION:** Seller represents to the best of Seller’s knowledge that Seller is not aware  
67 of any material facts adversely affecting the property.  
68
- 69 9. **CLOSING:** This sale shall be closed within ten (10) days after satisfaction or waiver of all  
70 contingencies, if applicable, but in any event not later than June 29, 2017, by or through Pioneer Title Company,  
71 Pullman, WA. “Closing” means the date on which all documents are recorded and the sale proceeds are available  
72 for disbursement to Seller. Buyer and Seller shall deposit with closing agent all documents and monies required  
73 to complete this sale in accordance with this Agreement. Closing is contingent upon all parcels simultaneously  
74 closing, i.e. one sale cannot close without the other closing at the same time.  
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- 76 10. **CLOSING COSTS AND PRORATIONS:** Seller shall pay all customary and usual closing costs paid  
77 by Sellers of Real Estate in Whitman County, Washington, including title insurance premiums, excise tax, one-  
78 half of document preparation, one-half of the escrow fees, survey fees, if any, real estate commission and pro-  
79 ratable items. Buyer shall pay all customary and usual closing costs paid by buyers of real estate in Whitman  
80 County, Washington, including recording fees, one-half of document preparation, one-half of escrow fees, pro-  
81 ratable sales or use tax, if applicable.  
82
- 83 11. **POSSESSION:** At closing, on or before June 29, 2017.  
84
- 85 12. **ASSIGNMENT:** Buyer’s rights under this Agreement may not be assigned by Buyer without Seller’s  
86 prior written consent, which consent shall not be unreasonably withheld.  
87
- 88 13. **SELLER CITIZENSHIP and FIRPTA** (Foreign Investment in Real Property Tax Act):  
89 Seller \_\_\_\_ is /  is not a foreign person for the purposes of U.S. income taxation. If Seller is a foreign  
90 person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing  
91 Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.  
92
- 93 14. **NOTICES:** Unless otherwise specified in this Agreement, any and all notices required to be given under  
94 this Agreement must be given in writing. Notices to Seller must be signed by at least one Buyer and shall be  
95 deemed to be given when actually received by or at the office of the Seller. Notices to Buyer must be signed by at  
96 least one Seller and shall be deemed to be given when actually received by or at the residence of Buyer, or by or  
97 at the office of Selling Broker. Both parties must keep Broker advised of their whereabouts. Broker has no  
98 responsibility for notices beyond calling the party or delivering the notice to the party’s last known address.

99 15. **COMPUTATION OF TIME:** Unless otherwise expressly specified herein, any period of time specified  
100 in this Agreement shall expire at 4:00 p.m of the last calendar day of the specified period of time, unless the last  
101 day is Saturday, Sunday or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of  
102 time shall expire at 9:00 p.m. of the next business day. Any specified period of three (3) days or less shall include  
103 business days only.  
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105 16. **DEFAULT/TERMINATION:** If a dispute should arise regarding the disbursement of any earnest  
106 money, the party holding the earnest money may interplead the funds into court. Furthermore, if either Buyer or  
107 Seller defaults, the non-defaulting party may seek specific performance or damages, and the Seller may, under  
108 some circumstances, retain the earnest money as liquidated damages. The earnest money shall be subject to  
109 retention by Seller, along with all other claims as Seller may have, in the event Buyer fails, without legal excuse,  
110 to complete the purchase of the property. In the event that the Buyer fails, with legal excuse, to complete the  
111 purchase of the property, pursuant to the terms and provisions of this Agreement, then the earnest money shall be  
112 refunded to the Buyer. Each Buyer and Seller shall have all the rights and remedies afforded to them at law or  
113 equity, and pursuant to the terms of this Agreement. If the earnest money is forfeited as liquidated damages, said  
114 money shall be divided equally between Seller and Broker, not to exceed the agreed commission.  
115

116 17. **GENERAL PROVISIONS:** Time is of the essence. There are no verbal agreements which modify this  
117 Agreement. This Agreement constitutes the full understanding between Seller and Buyer. Buyer has personally  
118 observed the property and has reached Buyer’s own conclusion as to the adequacy and acceptability of the  
119 property based upon such personal inspection. Unless otherwise expressly specified herein, square footage,  
120 dimensions and/or boundaries used in marketing the property are understood to be approximations and are not  
121 intended to be relied upon to determine the fitness or value of the property.  
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123 18. **LEGAL AND TAX IMPLICATIONS:** This Agreement affects your legal rights and obligations and  
124 will have tax implications, Agents are not permitted to give legal or tax advice. If you have any questions  
125 regarding this Agreement and the addendums, attachments or other related documents you should consult an  
126 attorney or tax advisor. Further if a dispute arises regarding this transaction, the prevailing party(ies) (i.e., Buyer,  
127 Seller or Broker) shall recover costs and reasonable attorney’s fees, including those for appeals.  
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129 In the event Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money  
130 deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller  
131 for such failure. Furthermore, if the earnest money deposited exceeds five percent (5%) of the sale price, Seller  
132 may retain as liquidated damages and, as Seller’s sole remedy, earnest money equaling only five percent (5%) of  
133 the purchase price; any additional earnest money shall be refunded to Buyer.  
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135 19. **EMAIL or FACSIMILE TRANSMISSION:** Emailed or facsimile transmissions of any signed original  
136 document and re-transmission of any signed transmission shall be the same as transmission of any original. At  
137 the request of either party or closing agent, the parties will confirm emailed or facsimile transmitted signatures by  
138 signing the original document.  
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140 20. **CONDITION OF PROPERTY; REPRESENTATION:** Buyer has inspected the subject property in  
141 this transaction and is familiar with the conditions of all property which is the object of this Agreement. Buyer  
142 accepts and agrees to purchase the property, real and personal, if any, on the property, which is the object of this  
143 Agreement, in its present condition, “as is”, without reliance upon any representation made by Owner or Broker  
144 as to the condition or suitability of said property. There are no warranties, express or implied, which are the  
145 object of this offer beyond the description on the face hereof. Buyer acknowledges that Broker and Seller have  
146 made no representations regarding the conditions or suitability for any purpose of the land, fixtures, and  
147 improvements which are the object of this transaction. Buyer is relying solely on Buyer’s own judgment in  
148 entering into this agreement.

149 21. **CURRENT USE STATUS:** If subject property is in current use status, Buyer will continue the current  
150 use status after closing this transaction. If Buyer elects to discontinue the current use status, Buyer will be  
151 responsible for any resulting taxes, penalties, and interest associated therewith.  
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153 22. **CASUALTY LOSS:** If, prior to closing, the property is destroyed or materially damaged by any means,  
154 Buyer may elect to terminate this Agreement and the earnest money shall be refunded to Buyer.  
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156 23. **ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties. There are no  
157 verbal or other agreements which modify or alter this agreement. Buyer and Seller further agree that they have  
158 read and understand all of the contents of this Real Estate Purchase and Sale Agreement and its attached Exhibit  
159 "A" – Legal Description.  
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161 24. **OFFER TO PURCHASE:** Buyer offers to purchase the property on the above terms and conditions.  
162 Seller shall have until \_\_\_\_\_ p.m. on \_\_\_\_\_ to accept this offer, unless sooner  
163 withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by or at the  
164 office of the Selling Broker. If this offer is not so accepted, it shall lapse and the earnest money shall be refunded  
165 to Buyer.  
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167 25. **OTHER TERMS & CONDITIONS:** \_\_\_\_\_  
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175 **BUYER(s):**

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178 Print Name

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177 \_\_\_\_\_  
178 Print Name

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181 Signature

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181 Signature

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184 Address

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184 City, State, Zip

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187 Phone (circle one) Cell Home Work

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187 Alt Phone (circle one) Cell Home Work

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**SELLING BROKER:** \_\_\_\_\_ for \_\_\_\_\_

**ACCEPTANCE:** On this date, \_\_\_\_\_, 2017, Seller agrees to sell the property on the terms and conditions set forth in this Agreement and further agrees to pay a commission according to the terms of the listing agreement. Seller assigns to Broker a portion of the sale proceeds equal to the commission, and irrevocably authorizes and instructs the closing agent to disburse the commission directly to Broker at closing. Seller acknowledges receipt of a copy of this Agreement signed by both parties.

**SELLER: David Hille Estate by Colleen Blauert, Personal Representative**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**RECEIPT:** On this date: \_\_\_\_\_, 2017, Buyer acknowledges receipt of a copy of this Agreement signed by both parties.

**BUYER(s):** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_