

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, Curtis McNeilly, Kincaid Real Estate, represented (check one) _____ Klettke Bros. Estate (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 at 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.

5. TITLE INSURANCE: The parties authorize the closing agent, at Seller's expense, to apply for a standard form owner's policy of title insurance to be issued by Chicago Title Company. The title insurance shall

50 contain no exceptions other than those contained in said standard form, those referred to in this Agreement, those
51 accepted by Buyer, and those not inconsistent with this Agreement. If title is not so insurable and cannot be made
52 so insurable prior to closing, Buyer may elect either to waive such encumbrances or defects and proceed with the
53 closing, or to terminate this Agreement and receive a refund of the earnest money, at which time, this Agreement
54 shall be at an end. Buyer acknowledges that a standard form title insurance does not insure the location of
55 boundaries, and that an extended form of insurance is available at additional cost, with such additional cost to be
56 borne by the Buyer.

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58 6. **CONVEYANCE:** This Agreement provides for a cash sale and title shall be conveyed by Special
59 Warranty Deed free of encumbrances and defects except those included in this Agreement or otherwise acceptable
60 to Buyer.

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62 7. **UTILITIES:** Seller represents to the best of Seller’s knowledge that Parcel 1 is provided electrical
63 service from Big Bend Electric.

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65 8. **PROPERTY CONDITION:** Seller represents to the best of Seller’s knowledge that Seller is not aware
66 of any material facts adversely affecting the property.

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68 9. **CLOSING:** This sale shall be closed within ten (10) days after satisfaction or waiver of all
69 contingencies, if applicable, but in any event, within thirty (30) days of mutual acceptance and subject to terms of
70 lease, by or through Pioneer Title Company, Pullman, WA. “Closing” means the date on which all documents are
71 recorded and the sale proceeds are available for disbursement to Seller. Buyer and Seller shall deposit with
72 closing agent all documents and monies required to complete this sale in accordance with this Agreement.
73 Closing is contingent upon all parcels simultaneously closing, i.e. one sale cannot close without the other closing
74 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 Adams County, Washington, including title insurance premiums, excise tax, one-half
78 of document preparation, one-half of the escrow fees, survey fees, if any, real estate commission and pro-ratable
79 items. Buyer shall pay all customary and usual closing costs paid by buyers of real estate in Adams County,
80 Washington, including recording fees, one-half of document preparation, one-half of escrow fees, pro-ratable
81 sales or use tax, if applicable.

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83 11. **POSSESSION:** At closing, subject to terms of lease.

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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.

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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.
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15. **COMPUTATION OF TIME:** Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 4:00 p.m of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 9:00 p.m. of the next business day. Any specified period of three (3) days or less shall include business days only.

16. **DEFAULT/TERMINATION:** If a dispute should arise regarding the disbursement of any earnest money, the party holding the earnest money may interplead the funds into court. Furthermore, if either Buyer or Seller defaults, the non-defaulting party may seek specific performance or damages, and the Seller may, under some circumstances, retain the earnest money as liquidated damages. The earnest money shall be subject to retention by Seller, along with all other claims as Seller may have, in the event Buyer fails, without legal excuse, to complete the purchase of the property. In the event that the Buyer fails, with legal excuse, to complete the purchase of the property, pursuant to the terms and provisions of this Agreement, then the earnest money shall be refunded to the Buyer. Each Buyer and Seller shall have all the rights and remedies afforded to them at law or equity, and pursuant to the terms of this Agreement. If the earnest money is forfeited as liquidated damages, said money shall be divided equally between Seller and Broker, not to exceed the agreed commission.

17. **GENERAL PROVISIONS:** Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Buyer. Buyer has personally observed the property and has reached Buyer’s own conclusion as to the adequacy and acceptability of the property based upon such personal inspection. Unless otherwise expressly specified herein, square footage, dimensions and/or boundaries used in marketing the property are understood to be approximations and are not intended to be relied upon to determine the fitness or value of the property.

18. **LEGAL AND TAX IMPLICATIONS:** This Agreement affects your legal rights and obligations and will have tax implications, Agents are not permitted to give legal or tax advice. If you have any questions regarding this Agreement and the addendums, attachments or other related documents you should consult an attorney or tax advisor. Further if a dispute arises regarding this transaction, the prevailing party(ies) (i.e., Buyer, Seller or Broker) shall recover costs and reasonable attorney’s fees, including those for appeals.

In the event Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. Furthermore, if the earnest money deposited exceeds five percent (5%) of the sale price, Seller may retain as liquidated damages and, as Seller’s sole remedy, earnest money equaling only five percent (5%) of the purchase price; any additional earnest money shall be refunded to Buyer.

19. **EMAIL or FACSIMILE TRANSMISSION:** Emailed or facsimile transmissions of any signed original document and re-transmission of any signed transmission shall be the same as transmission of any original. At the request of either party or closing agent, the parties will confirm emailed or facsimile transmitted signatures by signing the original document.

20. **CONDITION OF PROPERTY; REPRESENTATION:** Buyer has inspected the subject property in this transaction and is familiar with the conditions of all property which is the object of this Agreement. Buyer accepts and agrees to purchase the property, real and personal, if any, on the property, which is the object of this Agreement, in its present condition, “as is”, without reliance upon any representation made by Owner or Broker as to the condition or suitability of said property. There are no warranties, express or implied, which are the object of this offer beyond the description on the face hereof. Buyer acknowledges that Broker and Seller have made no representations regarding the conditions or suitability for any purpose of the land, fixtures, and

149 improvements which are the object of this transaction. Buyer is relying solely on Buyer’s own judgment in
150 entering into this agreement.

151 21. **CURRENT USE STATUS:** If subject property is in current use status, Buyer will continue the current
152 use status after closing this transaction. If Buyer elects to discontinue the current use status, Buyer will be
153 responsible for any resulting taxes, penalties, and interest associated therewith.

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155 22. **CASUALTY LOSS:** If, prior to closing, the property is destroyed or materially damaged by any means,
156 Buyer may elect to terminate this Agreement and the earnest money shall be refunded to Buyer.

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158 23. **ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties. There are no
159 verbal or other agreements which modify or alter this agreement. Buyer and Seller further agree that they have
160 read and understand all of the contents of this Real Estate Purchase and Sale Agreement and its attached Exhibit
161 “A” – Legal Description.

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163 24. **OFFER TO PURCHASE:** Buyer offers to purchase the property on the above terms and conditions.
164 Seller shall have until _____ p.m. on _____ to accept this offer, unless sooner
165 withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by or at the
166 office of the Selling Broker. If this offer is not so accepted, it shall lapse and the earnest money shall be refunded
167 to Buyer.

168
169 25. **OTHER TERMS & CONDITIONS:** _____
170 _____
171 _____
172 _____
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175 _____
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180 _____
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184 **BUYER(s):**

185
186 _____
187 Print Name

Print Name

188
189 _____
190 Signature

Signature

191
192 _____
193 Address

City, State, Zip

194
195 _____
196 Phone (circle one) Cell Home Work

Alt Phone (circle one) Cell Home Work

197
198 _____

199 Alt Phone (circle one) Cell Home Work Email address
200

201 **SELLING BROKER:** (print) _____
202 Kincaid Real Estate LLC, License #1859
203 809 N Main St, Colfax WA 99111 email: kincaidre@colfax.com
204 Office (509) 397-4434 Fax (509) 397-4451
205

206 **ACCEPTANCE:** On this date, _____, 2018, Seller agrees to sell the property on the
207 terms and conditions set forth in this Agreement and further agrees to pay a commission according to the terms of
208 the listing agreement. Seller assigns to Broker a portion of the sale proceeds equal to the commission, and
209 irrevocably authorizes and instructs the closing agent to disburse the commission directly to Broker at closing.
210 Seller acknowledges receipt of a copy of this Agreement signed by both parties.
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213 **SELLER: Klettke Bros. Estate**

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215 Melvin Klettke by Milton W. Klettke, Power of Attorney (PoA)
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217 Signed: _____
218
219 Date: _____
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222 Dennis L Klettke Estate by Milton W. Klettke, Personal Representative (PR)
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224 Signed: _____
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226 Date: _____
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229 **SELLER ACKNOWLEDGEMENTS:**

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231 Milton W. Klettke
232
233 Signed: _____
234
235 Date: _____
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237 Mailing Address: 24512 Endicott Rd, Colfax WA 99111

238
239 Phone: home 509-397-4061; cell (509) 592-0321
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241
242 Elinor Husek
243
244 Signed: _____
245
246 Date: _____
247

248 Mailing Address: 316 Marcellus Rd, Ritzville, WA 99169

249 **RECEIPT:** On this date: _____, 2018, Buyer acknowledges receipt of a copy of this
250 Agreement signed by both parties.

251
252 **BUYER(s):** _____

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255 Signature _____ Date _____

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258 Signature _____ Date _____

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