

**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 Klickitat County Title Company, Goldendale, 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 Klickitat 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 Dorothy Naught Estate by Cathrine "Kitt" Tallman, 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 Klickitat County 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 Klickitat County Title Company. The title  
 51 insurance shall contain no exceptions other than those contained in said standard form, those referred to in this  
 52 Agreement, those accepted by Buyer, and those not inconsistent with this Agreement. If title is not so insurable  
 53 and cannot be made so insurable prior to closing, Buyer may elect either to waive such encumbrances or defects  
 54 and proceed with the closing, or to terminate this Agreement and receive a refund of the earnest money, at which  
 55 time, this Agreement shall be at an end. Buyer acknowledges that a standard form title insurance does not insure  
 56 the location of boundaries, and that an extended form of insurance is available at additional cost, with such  
 57 additional cost to be 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 27, 2017, by or through Klickitat County Title  
 71 Company, Goldendale, WA. “Closing” means the date on which all documents are recorded and the sale  
 72 proceeds are available for disbursement to Seller. Buyer and Seller shall deposit with closing agent all documents  
 73 and monies required to complete this sale in accordance with this Agreement. Closing is contingent upon all  
 74 parcels simultaneously closing, i.e. one sale cannot close without the other closing at the same time.  
 75
- 76 10. **CLOSING COSTS AND PRORATIONS:** Seller shall pay all customary and usual closing costs paid  
 77 by Sellers of Real Estate in Klickitat 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.  
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- 83 11. **POSSESSION:** At closing, on or before June 27, 2017.  
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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.  
 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.  
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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.  
 139

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. **CRP CONTRACT:** Seller has the option to succeed (continue) OR refuse CRP contract per FSA estate  
162 rules. Seller agrees to accommodate Buyer's choice.  
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164 \_\_\_\_\_ If Buyer chooses to continue CRP contract, Seller and current Operator, agree to assign CRP contracts to  
165 Buyer.  
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167 \_\_\_\_\_ If Buyer chooses to eliminate CRP, Seller and current Operator agree to cooperate and fulfill obligations  
168 to complete necessary paperwork at FSA office.  
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170 Buyer will indemnify and hold harmless the Seller and Broker from any claims, damages, fines or penalties with  
171 respect to the CRP after closing.  
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173 25. **OFFER TO PURCHASE:** Buyer offers to purchase the property on the above terms and conditions.  
174 Seller shall have until \_\_\_\_\_ p.m. on \_\_\_\_\_ to accept this offer, unless sooner  
175 withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by or at the  
176 office of the Selling Broker. If this offer is not so accepted, it shall lapse and the earnest money shall be refunded  
177 to Buyer.  
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179 26. **OTHER TERMS & CONDITIONS:** \_\_\_\_\_  
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**BUYER(s):**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone (circle one)    Cell    Home    Work

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Alt Phone (circle one)    Cell    Home    Work

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\_\_\_\_\_  
Email address

**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: Dorothy Naught Estate by Cathrine "Kitt" Tallman, 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 \_\_\_\_\_