

REAL ESTATE PURCHASE AND SALE AGREEMENT

Single Parcel

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 James Sieveke, Cynthia Sieveke Johnson, Tricia Sieveke, and Bradley Sieveke (Sellers) agree to sell. Subject property is located on Fairbanks Rd, near Tekoa, in Whitman 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 (check one): ___ 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 Pioneer 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 Pioneer 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 the subject property is provided
64 electrical service from NONE.

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 July 2, 2019, 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.

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75 10. **CLOSING COSTS AND PRORATIONS:** Seller shall pay all customary and usual closing costs paid
76 by Sellers of Real Estate in Whitman County, Washington, including title insurance premiums, excise tax, one-
77 half of document preparation, one-half of the escrow fees, survey fees, if any, real estate commission and pro-
78 rata items. Buyer shall pay all customary and usual closing costs paid by buyers of real estate in Whitman
79 County, Washington, including recording fees, one-half of document preparation, one-half of escrow fees, pro-
80 rata sales or use tax, if applicable.

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82 11. **POSSESSION:** At closing on or before July 2, 2019, subject to terms of lease.

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84 12. **ASSIGNMENT:** Buyer’s rights under this Agreement may not be assigned by Buyer without Seller’s
85 prior written consent, which consent shall not be unreasonably withheld.

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87 13. **SELLER CITIZENSHIP and FIRPTA** (Foreign Investment in Real Property Tax Act):
88 Seller ___ is / X is not a foreign person for the purposes of U.S. income taxation. If Seller is a foreign
89 person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing
90 Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

91
92 14. **NOTICES:** Unless otherwise specified in this Agreement, any and all notices required to be given under
93 this Agreement must be given in writing. Notices to Seller must be signed by at least one Buyer and shall be
94 deemed to be given when actually received by or at the office of the Seller. Notices to Buyer must be signed by at
95 least one Seller and shall be deemed to be given when actually received by or at the residence of Buyer, or by or
96 at the office of Selling Broker. Both parties must keep Broker advised of their whereabouts. Broker has no
97 responsibility for notices beyond calling the party or delivering the notice to the party’s last known address.
98

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.
104

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.
122

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.
128

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.
134

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.
152

153 22. **CRP CONTRACT:** Buyer agrees to accept CRP contract with its current terms and shall receive first
154 CRP payment in October, 2019. Buyer will indemnify and hold harmless the Seller and Broker from any claims,
155 damages, fines or penalties with respect to the CRP after closing.
156

157 23. **CASUALTY LOSS:** If, prior to closing, the property is destroyed or materially damaged by any means,
158 Buyer may elect to terminate this Agreement and the earnest money shall be refunded to Buyer.
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160 24. **ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties. There are no
161 verbal or other agreements which modify or alter this agreement. Buyer and Seller further agree that they have
162 read and understand all of the contents of this Real Estate Purchase and Sale Agreement and its attached Exhibit
163 "A" – Legal Description.
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165 25. **OFFER TO PURCHASE:** Buyer offers to purchase the property on the above terms and conditions.
166 Seller shall have until _____ p.m. on _____ to accept this offer, unless sooner
167 withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by or at the
168 office of the Selling Broker. If this offer is not so accepted, it shall lapse and the earnest money shall be refunded
169 to Buyer.
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171 26. **LEASE:** Seller shall retain 2019 cash lease payment.
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173 27. **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

Alt Phone (circle one) Cell Home Work

Alt Phone (circle one) Cell Home Work

Email address

Date Signed by Buyer

Date Signed by Buyer

SELLING BROKER:

Name of Selling Broker

Name of Brokerage

Selling Broker Phone

Brokerage Address

Selling Broker Email Address

Brokerage City, State, Zip

Brokerage/Contract Email Address

Brokerage Phone

Brokerage Fax

248 **ACCEPTANCE:** On this date, _____, 2019, Seller agrees to sell the property on the
249 terms and conditions set forth in this Agreement and further agrees to pay a commission according to the terms of
250 the listing agreement. Seller assigns to Broker a portion of the sale proceeds equal to the commission, and
251 irrevocably authorizes and instructs the closing agent to disburse the commission directly to Broker at closing.
252 Seller acknowledges receipt of a copy of this Agreement signed by both parties.
253

254 **SELLER(s):**

255 **James K Sieveke**
256 5210 N Gate Ridge Rd
257 Tucson AZ 85750
258 jcivic@aol.com
259 520-954-0575

Signature

Date

262 **Cynthia L Johnson**
263 4977 E Silver St
264 Tucson AZ 85712
265 cindysievekejohnson@gmail.com
266 520-322-9601

Signature

Date

269 **Tricia A Sieveke**
270 1801 Crystal Drive #807
271 Arlington VA 22202
272 tricia.sieveke@gmail.com
273 703-892-4791

Signature

Date

276 **Bradley J Sieveke**
277 17240 SW Edy Rd
278 Sherwood OR 97140
279 brad.sieveke@nike.com
280 503-806-3403

Signature

Date

283 **LISTING BROKER:** C.D. "Butch" Booker, License #73770
284 Kincaid Real Estate LLC, License #1859
285 809 N Main St, Colfax WA 99111 email: kincaidre@colfax.com
286 Office (509) 397-4434 Fax (509) 397-4451
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290 **RECEIPT:** On this date: _____, 2019, Buyer acknowledges receipt of a copy of this
291 Agreement signed by both parties.
292

293 **BUYER(s):** _____
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296 Signature _____ Date _____
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299 Signature _____ Date _____