

**VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS**

1. **Date:** December 22, 2020 **MLS No.:** _____ **Offer Expiration Date:** 12/28/2020
2. **Buyer:** City of Cheney
Buyer _____ Status _____
3. **Seller:** Karen Dare Robin Dare
Seller _____ Seller _____
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): 23074.9029, 23074.9030, 23074.9027,
228.08 Acres MOL Cheney Spokane WA 99004
Address _____ City _____ County _____ State _____ Zip _____
5. **Purchase Price:** \$ 360,710.00 Three Hundred Sixty Thousand Seven Hundred Ten Dollars
6. **Earnest Money:** \$ 3,600.00 ☒ Check; ☐ Note; ☐ Other _____ (held by ☐ Selling Firm; ☒ Closing Agent)
7. **Default:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
8. **Title Insurance Company:** WFG Title
9. **Closing Agent:** WFG Title and Escrow
Company _____ Individual (optional) _____
10. **Closing Date:** 2/15/2021; **Possession Date:** ☒ on Closing; ☐ Other _____
11. **Services of Closing Agent for Payment of Utilities:** ☐ Requested (attach NWMLS Form 22K); ☒ Waived
12. **Charges/Assessments Levied Before but Due After Closing:** ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
13. **Seller Citizenship (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
14. **Subdivision:** The Property: ☐ must be subdivided before _____; ☒ is not required to be subdivided
15. **Feasibility Contingency Expiration Date:** ☐ _____ days after mutual acceptance; ☒ Other See Attachment A
16. **Agency Disclosure:** Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☐ both parties
17. **Addenda:** 22D(Optional Clauses) 22EF(Funds Evidence) 22LA(Land/Acreage) 22T(Title Contingency)
41C(Selling Commission) 35F(Feasibility)

Attachment A Additional Parcel #s 23071.9006, 23082.9003, 13131.0008,13131.0009

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____
609 2nd St

Buyer's Address _____
Cheney WA 99004

City, State, Zip _____
509-489-9209

Phone No. _____ Fax No. _____

Buyer's E-mail Address _____
Cheney Realty, Inc. 205

Selling Firm _____ MLS Office No. _____
Benji Estrellado 6086

Selling Broker (Print) _____ MLS LAG No. _____
509-235-6191 509-235-6191 509-235-4542

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
cheney@centurytel.net

Selling Firm Document E-mail Address _____
cheney@centurytel.net

Selling Broker's E-mail Address _____
11892 1586

Selling Broker DOL License No. _____ Selling Firm DOL License No. _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Seller's Address _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Seller's E-mail Address _____
RH Cooke and Associates 232

Listing Firm _____ MLS Office No. _____
Stoddard Hodgson 5835

Listing Broker (Print) _____ MLS LAG No. _____
509-327-2282 509-327-1402

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
info@rhcooke.com

Listing Firm Document E-mail Address _____
stoddardhodgson@gmail.com

Listing Broker's E-mail Address _____
19321 2921

Listing Broker DOL License No. _____ Listing Firm DOL License No. _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

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- a. Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

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GENERAL TERMS

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- e. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
- f. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- g. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).
- Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.
- h. Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- i. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- j. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

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- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- q. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- t. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- u. Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.
- Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so.
- v. Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated December 22, 2020 1
between City of Cheney ("Buyer") 2
Buyer Buyer
and Karen Dare Robin Dare ("Seller") 3
Seller Seller
concerning 228.08 Acres MOL Cheney WA 99004 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9
encroachments to Buyer's own satisfaction. 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
- ☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16
the Homeowner's Policy of Title Insurance. 17
- ☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for 18
an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's 19
Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage 20
Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and 21
the cost of any survey required by the title insurer. 22
3. ☐ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish 23
from the Property prior to Buyer taking possession. 24
4. ☒ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property 25
not later than the Possession Date. Any personal property remaining on the Property thereafter shall become 26
the property of Buyer, and may be retained or disposed of as Buyer determines. 27
5. ☐ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
☐ public water main; ☐ public sewer main; ☐ septic tank; ☐ well (specify type) _____; 29
☐ irrigation water (specify provider) _____; ☐ natural gas; ☐ telephone; 30
☐ cable; ☐ electricity; ☐ other _____ . 31
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 32
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 33
Buyer the information below in writing as soon as available: 34
- WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 35
CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36
OTHER INSULATION DATA: _____ 37
7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following 38
items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite 39
dish and operating equipment; ☐ other _____ . 40

**OPTIONAL CLAUSES ADDENDUM TO
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Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8. ☐ Homeowners' Association Review Period. If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:

- a. Association rules and regulations, including, but not limited to architectural guidelines;
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
- c. Association meeting minutes from the prior two (2) years;
- d. Association Board of Directors meeting minutes from the prior six (6) months; and
- e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

9. ☐ Homeowners' Association Transfer Fee. If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer; ☐ Seller (Seller if not filled in).

10. ☐ Excluded Item(s). The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

11. ☐ Home Warranty. Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:

- a. Home warranty provider: _____
- b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Options to be included: _____ (none, if not filled in).
- d. Other: _____.

12. ☐ Other.

**EVIDENCE OF FUNDS ADDENDUM
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated December 22, 2020 1
between City of Cheney ("Buyer") 2
Buyer Buyer
and Karen Dare Robin Dare ("Seller") 3
Seller Seller
concerning 228.08 Acres MOL Cheney WA 99004 (the "Property"). 4
Address City State Zip

1. DEFINITIONS. 5

- a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has 6
sufficient cash or cash equivalent in United States funds. 7
b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no 8
contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 9
22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 10
c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another 11
source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of 12
other property or stock, retirement funds, foreign funds, a gift, or future earnings. 13

2. ☐ EVIDENCE OF NON-CONTINGENT FUNDS. Buyer is relying on Non-Contingent Funds for payment of the 14
Purchase Price. Buyer shall provide Evidence to Seller of such funds within _____ days (3 days if not 15
filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase 16
Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not 17
use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior 18
written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this 19
Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this 20
Addendum, the Earnest Money shall be refunded to Buyer. 21

3. ☒ DISCLOSURE OF CONTINGENT FUNDS. Buyer is relying on Contingent Funds for the Purchase Price: 22

- ☐ Loan: _____ 23
☐ Sale of the following owned by Buyer: _____ 24
☐ Gift of \$ _____ from _____ 25
☐ Funds not readily convertible to liquid United States funds (describe): _____ 26
_____ 27

☒ Other (describe): See Attachment A 28

Buyer shall provide Evidence to Seller 45 days (10 days if not filled in) prior to Closing that the funds 29
relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely 30
provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is 31
provided. Buyer shall provide Seller with additional information about such funds as may be reasonably 32
requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest 33
Money shall be refunded to Buyer. 34

If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections 35
required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and 36
well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 37

4. BUYER DEFAULT. If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not 38
available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the 39
Agreement. 40

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

LAND AND ACREAGE ADDENDUM

The following is part of the Purchase and Sale Agreement dated December 22, 2020 1
between City of Cheney ("Buyer") 2
Buyer Buyer
and Karen Dare Robin Dare ("Seller") 3
Seller Seller
concerning 228.08 Acres MOL Cheney WA 99004 (the "Property"). 4
Address City State Zip

- 1. BUYER ACKNOWLEDGMENTS:** If Buyer has any questions regarding the Property, Buyer is advised to make the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES: 5 6
- a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the Property. 7 8 9 10
 - b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing Broker nor the Selling Broker shall be responsible for any discrepancies in boundary lines, information regarding the size of the Property, identification of easements or encroachment problems. 11 12 13 14 15
 - c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is suitable for any needed on-site sewage disposal system and related equipment. 16 17 18 19
 - d. A generally accepted method for determining water quality from any well or other water delivery system is to have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer understands that the results of such tests only provide information regarding water quality or quantity at the time of the test(s) and provide no representation or guarantee that results will not change or vary at other times. 20 21 22 23 24 25 26
 - e. If the Property is currently taxed at a reduced rate because a special classification such as open space, agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required to be paid if the use classification is changed or withdrawn at Closing or in the future. 27 28 29 30
 - f. A generally accepted method for determining the value of timber growing on the Property is to have a qualified forester or forest products expert "cruise" the Property and give a written valuation. 31 32
 - g. On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If there is an on-site sewage system on the Property that has not been recently used, Buyer should consider conducting a purge test and other inspections to determine whether there are any defects in the system. A purge test consists of introducing water into the system to determine whether the system is functioning properly. 33 34 35 36 37
 - h. Additional tests or inspections of the Property may be required by local or state governmental agencies before title to the Property is transferred. 38 39
 - i. Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should use due diligence to investigate such agreements. 40 41
 - j. Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 42

LAND AND ACREAGE ADDENDUM

Continued

2. CONTINGENCIES:

- a. General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. The work to be performed shall be timely ordered by the party responsible for payment, except for the Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for ordering the work and fails to timely do so, Seller will be in breach of the Agreement.
- b. Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within the applicable contingency period, then the respective contingency shall be deemed waived.
- c. Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller:

Paid by Buyer	Paid by Seller		Contingency period (10 days if not filled in)	
<input type="checkbox"/>	<input type="checkbox"/>	i. Survey. Completion of survey to verify information regarding the Property as listed in 1(b), with results of the survey to be satisfactory to Buyer in Buyer's sole discretion. Seller shall provide any prior surveys of the Property to Buyer, if available.	_____ days	
<input type="checkbox"/>	<input type="checkbox"/>	ii. Perc Test. Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable for installation of conventional septic system and drain field. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	_____ days	
<input type="checkbox"/>	<input type="checkbox"/>	iii. On-Site Sewage System. The on-site sewage system ("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional. If Seller had the OSS inspected within _____ months (12 months if not filled in) of mutual acceptance and Seller provides Buyer with written evidence thereof, including an inspection report, there shall be no obligation to inspect and pump the system unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection.	_____ days	
		The OSS inspection <input type="checkbox"/> shall; <input type="checkbox"/> shall not include a purge test to determine if the OSS is functioning properly.		
		Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.		
<input type="checkbox"/>	<input type="checkbox"/>	iv. Water Quality. Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional.	_____ days	
		Water quality and/or purity tests <input type="checkbox"/> shall; <input type="checkbox"/> shall not be submitted to a private lab for further evaluation.		

LAND AND ACREAGE ADDENDUM

Continued

- ☐ ☐ **v. Water Quantity.** Water quantity tests (4 hour draw down _____ days 91
test or other test selected by Buyer) showing a sustained 92
flow of _____ g. p. m., which Buyer agrees will be 93
adequate to reasonably meet Buyer's needs. Water 94
quantity test to be performed by a qualified professional. 95
- ☐ ☐ **vi. Timber.** Timber cruise conducted by a qualified forest _____ days 96
products expert of Buyer's choice, with results of the cruise 97
to be satisfactory to Buyer in Buyer's sole discretion. 98

3. ADDITIONAL PROVISIONS (check as applicable) 99

- ☐ **Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency 100
set forth in Specific Term 15 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). 101
Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any 102
matters affecting the Property including, without limitation, the condition of any improvements to the Property, 103
the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, 104
the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical 105
area on the Property, the number and location of approved road approaches from public roads, and the 106
presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is 107
feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing 108
any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 109

This feasibility study contingency shall conclusively be deemed waived unless within _____ (10 days if 110
not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely 111
disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 112

- ☐ **Irrigation and Water** Seller represents that there are _____ shares of _____ irrigation/frost 113
water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties should 114
consult with an attorney to facilitate the transfer of any water rights. 115

- ☐ **Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and 116
interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the 117
Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to 118
occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will 119
agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the 120
extent delegated to and assumed by Buyer hereunder. 121

- ☐ **Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or 122
before _____. A party shall conclusively be deemed to have waived this contingency unless 123
notice in conformance with this Agreement is provided to the other party by the foregoing date. 124

- ☐ **Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of 125
the Agreement: ☐ portable buildings; ☐ sheds and other outbuildings; ☐ game feeders; ☐ livestock feeders 126
and troughs; ☐ irrigation equipment; ☐ fuel tanks; ☐ submersible pumps; ☐ pressure tanks; ☐ corrals and 127
pens; ☐ gates and fences; ☐ chutes; ☐ other: _____. 128

The value assigned to the personal property included in the sale shall be \$ _____. 129
Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 130

- ☐ **CRP Program.** Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program 131
("WRP"), or similar program contracts and agree to continue them through the expiration date of each such contract. 132
All documentation for the assumption shall be completed prior to the Closing Date and must be approved by the USDA 133
or applicable government agency prior to Closing. Any applicable program payments shall be prorated as of Closing. 134

Seller shall deliver to Buyer all documents related to such programs within _____ (10 days if not filled in) 135
after mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This 136
contingency shall be deemed waived unless Buyer gives notice of disapproval within _____ days (5 days 137
if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the 138
Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 139

LAND AND ACREAGE ADDENDUM

Continued

- ☐ **4. DOCUMENT REVIEW PERIOD.** If this box is checked, Seller shall deliver to Buyer a copy of the following documents within _____ (20 days if not filled in) of mutual acceptance:

_____ .

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- ☐ **5. ADDITIONAL INSPECTIONS.** If this box is checked and if a qualified professional performing any inspection of the Property recommends further evaluation of the Property, Buyer shall have an additional _____ (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement.

6. TAX DESIGNATION.

- a. Classification of Property.** Seller represents that the Property is classified as ☐ open space ☐ farm and agricultural ☐ timberland under Chapter 84.34 RCW.

- ☐ **b. Removal from Classification.** Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by ☐ Seller ☐ Buyer ☐ both Seller and Buyer in equal shares (Seller if no box is checked).

- ☐ **c. Notice of Classification Continuance.** In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all documents necessary to continue the classification. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated December 22, 2020 1
between City of Cheney ("Buyer") 2
Buyer
and Karen Dare Robin Dare ("Seller") 3
Seller
concerning 228.08 Acres MOL Cheney WA 99004 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from ☐ the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. 9

Seller shall have _____ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11
disapproved exceptions. 12

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21
as provided for in the Agreement. 22

_____ Buyer's Initials	_____ Date	_____ Buyer's Initials	_____ Date	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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SELLING FIRM'S COMMISSION ADDENDUM

The following is part of the Purchase and Sale Agreement dated December 22, 2020 1
between City of Cheney ("Buyer") 2
Buyer Buyer
and Karen Dare Robin Dare ("Seller") 3
Seller Seller
concerning 228.08 Acres MOL Cheney WA 99004 (the "Property"). 4
Address City State Zip

☒ **Selling Firm's Commission – No SOC in Listing.** There is no offer of compensation to the Selling Firm in 5
the listing agreement, Seller agrees to pay Selling Firm a commission of 3 % of sales price or 6
\$. 7

☐ **Additional Selling Firm Commission – Buyer Representation Agreement.** Buyer is obligated to pay 8
Selling Firm a commission of % of sales price or \$ as a condition of 9
a buyer representation agreement between Selling Firm and Buyer (which agreement has been provided to 10
Seller). 11

Seller's offer of compensation to the Selling Firm in the listing agreement is less than Buyer's above 12
obligation to Selling Firm. Accordingly, Seller agrees to pay Selling Firm an additional commission of 13
 % of sales price or \$. Selling Firm's total commission paid by Seller 14
shall be % of sales price or \$. 15

☐ **Selling Firm's Commission – No Listing.** There is no written listing agreement. Seller agrees to pay 16
Selling Firm a commission of % of sales price or \$. If the Earnest 17
Money is retained as liquidated damages, any costs advanced or committed by Selling Firm shall be 18
reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Selling Firm. 19

The following provision applies to each selection above: 20

If Seller shall, within six months from the date hereof, sell the Property to Buyer or someone acting on Buyer's 21
behalf, Seller shall pay Selling Firm the commission set forth above, less any portion of the above earnest 22
money retained by Selling Firm. Provided, if a commission is paid to another member(s) of a multiple listing 23
service in conjunction with such sale, the amount of commission payable to Selling Firm shall be reduced by 24
the amount paid to such other member(s). "Sell" includes a contract to sell; an exchange or contract to 25
exchange; an option to purchase; and/or a lease with option to purchase, regardless of when it closes. 26

_____ Buyer's Initials	_____ Date	_____ Buyer's Initials	_____ Date	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated December 22, 2020 1
between City of Cheney ("Buyer") 2
Buyer
and Karen Dare Robin Dare ("Seller") 3
Seller
concerning 228.08 Acres MOL Cheney WA 99004 (the "Property"). 4
Address City State Zip

Feasibility Contingency. Buyer shall verify within 45 days (10 days if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

☒ **AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
------------------	------	------------------	------	-------------------	------	-------------------	------