

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

1. **Date:** October 12, 2016 **MLS No.:** _____ **Offer Expiration Date:** _____
2. **Buyer:** _____
Buyer Buyer Status
3. **Seller:** Fred G Bresch, Jill L Bresch
Seller Seller
4. **Property:** Tax Parcel No(s): 5182050 (WA County)
4518 Hidden Rd, Springdale, Ste 99173
Address City State Zip
Legal Description: Attached as Exhibit A.
5. **Purchase Price:** \$ _____ Dollars
6. **Earnest Money:** \$ _____ 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:** Stevens County Title Company
9. **Closing Agent:** a qualified closing agent of Buyer's choice; _____
10. **Closing Date:** November 15, 2016 ; **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 Not Applicable
16. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
17. **Addenda:** As Is, Open Space, Payment Terms
-
-
-

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Buyer's Address _____
City, State, Zip _____

Phone No. _____ Fax No. _____

Buyer's E-mail Address _____
Western Real Estate Auctions, LLC
Selling Firm _____ MLS Office No. _____
Merle D Booker
Selling Broker (Print) _____ MLS LAG No. _____
(509) 297-9292 (509) 297-9292 (509) 297-9295
Phone No. _____ Firm Fax No. _____

Selling Firm Document E-mail Address _____
merle@bookerauction.com
Selling Broker's E-mail Address _____

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

Seller's Signature Fred G Bresch _____ Date _____

Seller's Signature Jill L Bresch _____ Date _____
POB 480 - 4518 Hidden Rd
Seller's Address _____
Springdale, WA 99173
City, State, Zip _____
(509) 258-9620
Phone No. _____ Fax No. _____
hvr4@juno.com
Seller's E-mail Address _____
Western Real Estate Auctions, LLC
Listing Firm _____ MLS Office No. _____
Merle D Booker
Listing Broker (Print) _____ MLS LAG No. _____
(509) 297-9292 (509) 297-9292 (509) 297-9295
Phone No. _____ Firm Fax No. _____

Listing Firm Document E-mail Address _____
merle@bookerauction.com
Listing Broker's E-mail Address _____

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

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

Continued

- 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. 1-4

- 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. 5-19

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. 20-36

- 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. 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. 37-44

- 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 the 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. 45-56

- 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 57-60

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

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

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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 entitled to possession. 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. In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or 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 given only when the notice is received by Selling, 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 given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. 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.

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,

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

**VACANT LAND PURCHASE AND SALE AGREEMENT
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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. Facsimile or E-mail Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document or a direct link to such document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.

m. 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.

n. 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.

o. 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.

p. 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 the prevailing party is entitled to reasonable attorneys' fees and expenses.

q. Offer. Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

r. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name and the 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. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

s. 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.

t. 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

**VACANT LAND PURCHASE AND SALE AGREEMENT
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u. 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. 173-180

v. 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. 181-199

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. 200-201

w. 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. 202-205

x. Information Verification Period and Property Condition Disclaimer. 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. 206-210

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. 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. 211-227

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

"AS IS" PURCHASE ADDENDUM

Date _____

Addendum to Purchase Agreement between parties dated _____, _____ pertaining to the purchase and sale of the property at: 4518 Hidden Rd
Springdale, Ste 99173

CONDITION OF PROPERTY: The property being purchased by Buyer, including the dwelling, other improvements, fixtures, appliances and personal property, is not new, and is being purchased "AS IS."

RIGHT AND DUTY OF INSPECTION: Buyer shall have the right and duty to inspect the property or to have them inspected by a person of Buyer's choice, at Buyer's expense. Buyer shall have the right to make a pre-closing inspection of the property to determine that the property is in the same condition as of the date of this addendum.

SETTLEMENT IS FINAL: It is understood the Buyer accepts the property "AS IS." **ANY WARRANTIES OF PHYSICAL CONDITION OF THE PROPERTY CONTAINED IN THIS PURCHASE AGREEMENT ARE VOID.** The Seller has no further responsibility or liability with respect to the condition of the property. This provision shall survive delivery of the deed or contract for deed.

OTHER:

SELLER _____ DATE _____
Fred G Bresch

BUYER _____ DATE _____

SELLER _____ DATE _____
Jill L Bresch

BUYER _____ DATE _____

**OPEN SPACE, FARM AND AGRICULTURAL OR
TIMBERLAND CLASSIFICATION ADDENDUM**

The following is part of the Purchase and Sale Agreement dated October 12, 2016 1
between _____ ("Buyer") 2
and Fred G Bresch, Jill L Bresch ("Seller") 3
concerning 4518 Hidden Rd, Springdale, Ste 99173 ("the Property"). 4

1. **Classification of Property.** Seller represents that the Property is classified as open space 5
 farm and agricultural timberland under RCW Chapter 84.34. 6

2. **Removal from Classification.** Buyer shall not file a notice of classification continuance at the 7
time of Closing and the Property shall be removed from its classification. All additional taxes, 8
applicable interest, and penalties assessed by the county assessor when the Property is re- 9
moved from its classification shall be paid by Seller by Buyer by both Seller and Buyer 10
in equal shares (Seller if no box checked). 11

3. **Notice of Classification Continuance.** In order to retain this classification, Buyer shall execute a 12
notice of classification continuance at or before the time of Closing. The notice of classification 13
continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if 14
Buyer fails to execute a notice of classification continuance, the county assessor must reassess 15
the Property's taxable value and retroactivity impose additional taxes, applicable interest, and 16
penalties, which Buyer shall pay. 17

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 18
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 19

**PAYMENT TERMS ADDENDUM
TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated October 12, 2016 1
between _____ (“Buyer”) 2
Buyer Buyer
and Fred G Bresch, Jill L Bresch (“Seller”) 3
Seller Seller
concerning 4518 Hidden Rd, Springdale, Ste 99173 (the “Property”). 4
Address City State Zip

1. GENERAL TERMS 5

- A. **Limited Use.** Buyer represents that the Property will; will not (will, if not filled in) be used for a residential dwelling. If the Property will be used for a residential dwelling, this Addendum may only be used if:
 - i. Seller is a natural person (and not a loan originator), estate or trust; 8
 - ii. Seller has not financed the sale of another property within the past 12 months; 9
 - iii. Seller did not construct or act as a contractor for the construction of a residence on the Property in the ordinary course of Seller’s business; 10 11
 - iv. The repayment schedule does not result in a negative amortization; 12
 - v. The financing has a fixed rate of interest or an adjustable rate of interest that is adjustable after five or more years, subject to reasonable annual and lifetime limitations on interest rate increases; and 13 14
 - vi. Seller obtains a waiver from the Washington State Department of Financial Institutions (“DFI”) under RCW 31.04.025(3). 15 16
- B. **Limited Practice Board Forms.** The current version of any Limited Practice Board (“LPB”) form referenced below shall be attached to this Agreement as a blank form. 17 18
- C. **Attorney Review.** Buyer and Seller are advised to seek the counsel of an attorney to review the terms of this Agreement and this Agreement is conditioned upon review and approval by counsel for Buyer and Seller. Unless a party gives written notice of disapproval of this Agreement within _____ days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 19 20 21 22
- D. **Attorney Review of Non-Standard Provisions.** If Buyer and Seller agree to financing terms that differ from the terms in this Addendum or an attached LPB form, including, but not limited to making interlineations or otherwise modifying or supplementing any pre-printed terms in this Addendum or attachments thereto, the parties shall have this Agreement reviewed by legal counsel. If Buyer and Seller do not give notice of approval of this Agreement by their counsel within _____ days (10 days if not filled in) of mutual acceptance, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 23 24 25 26 27 28
- E. **Prior Indebtedness and Security.** Seller understands that Seller’s security interest in the Property may be inferior to a third party’s interest in the Property, such as a prior lender. 29 30

2. DOWN PAYMENT AND INTEREST RATE 31

Buyer shall pay a down payment, including Earnest Money, at Closing of \$ _____, which shall be applied to the Purchase Price. The balance of the Purchase Price (the “Indebtedness”) shall accrue interest at _____ % per annum. Interest will begin to accrue on Closing; _____ (Closing if not checked). 32 33 34

**PAYMENT TERMS ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

3. PAYMENTS TO SELLER AND METHOD OF PAYMENT	35
A. Payments to Seller. Buyer shall pay (check applicable box):	36
i. <input type="checkbox"/> No installment payments are required.	37
ii. <input type="checkbox"/> Principal and interest installments of \$ _____ .	38
iii. <input type="checkbox"/> Interest only payments on the outstanding principal balance.	39
The installment payments, if any, shall begin on the _____ day of _____, and	40
shall continue on the _____ day of each succeeding (check applicable box): <input type="checkbox"/> calendar month; <input type="checkbox"/> third	41
calendar month; <input type="checkbox"/> sixth calendar month; <input type="checkbox"/> twelfth calendar month; <input type="checkbox"/> Other: _____ .	42
B. <input type="checkbox"/> Promissory Note and Deed of Trust	43
i. Security. The Indebtedness shall be evidenced by a Promissory Note and a <input type="checkbox"/> first; <input type="checkbox"/> second;	44
<input type="checkbox"/> third (first, if not filled in) Deed of Trust, as set forth below.	45
ii. Promissory Note. Buyer agrees to sign at Closing LPB Form 28A (Promissory Note).	46
iii. Deed of Trust. Buyer agrees to sign at Closing the following selected form (check applicable box):	47
a. <input type="checkbox"/> LPB Form 22 (Deed of Trust) securing the Property; or	48
b. <input type="checkbox"/> LPB Form 22A (Deed of Trust with Due on Sale and Due Date) securing the Property. The parties	49
shall initial the Due on Sale clause, which provides: "The property described in this security	50
instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this	51
provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due	52
and payable, unless prohibited by applicable law."	53
iv. Due Date. The balance of principal and accrued interest shall be due and payable in full on _____	54
day of _____ .	55
v. Default and Default Interest. During any period of Buyer's default, the principal shall bear interest at the	56
rate of _____ % per annum (18% if not filled in) or the maximum rate allowed by law, whichever	57
is less. A late charge of \$ _____ or _____ % of any installment payment (5% of the	58
payment if neither is filled in) shall be added to any payment more than _____ days late (15 days if	59
not filled in). If Buyer has not cured any default within _____ (30 days if not filled in) after written	60
notice, Seller may declare all outstanding sums immediately due and payable.	61
vi. Prepayment. Buyer may prepay all or part of the balance owed under this Agreement at any time without	62
penalty.	63
vii. <input type="checkbox"/> No Further Encumbrances. Buyer shall not further encumber the Property until Seller has released	64
Seller's security interest in the Property. If selected, the Deed of Trust shall include the following	65
provision:	66
As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not	67
further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give	68
as security the property or any interest therein nor cause or allow by operation of law the encumbrance of	69
the Trust Estate or any interest therein without the written consent of Beneficiary even though such	70
encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the	71
property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at	72
Beneficiary's option, declare the entire balance of principal and interest immediately due and payable,	73
whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien,	74
mechanic's or materialmen's lien or any other type of encumbrance or title defect.	75

**PAYMENT TERMS ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

C. <input type="checkbox"/> Real Estate Contract	76
Note: If the Property is primarily for agricultural purposes, then a non-judicial foreclosure/forfeiture remedy is available only by using a real estate contract.	77 78
i. Real Estate Contract. The parties agree to sign LPB Form 44 (Real Estate Contract). The parties agree to initial and make applicable the following Optional Provisions in LPB Form 44 if the corresponding box is checked:	79 80 81
a. <input type="checkbox"/> Substitution and Security on Personal Property	82
b. <input type="checkbox"/> Alterations	83
c. <input type="checkbox"/> Due on Sale	84
d. <input type="checkbox"/> Pre-Payment Penalties on Prior Encumbrances	85
e. <input type="checkbox"/> Periodic Payments on Taxes and Insurance (The payments during the current year shall be \$ _____ per _____)	86 87
ii. <input type="checkbox"/> Cash Out. The entire balance of principal and interest shall be due and payable in full not later than _____ .	88 89
4. ASSUMED UNDERLYING OBLIGATIONS AND METHOD OF PAYMENT	90
A. <input type="checkbox"/> Assumed Obligations. Buyer shall assume the following obligations \$ _____ .	91
B. Consent of Holder of Underlying Obligation. If there is an existing Deed of Trust, Real Estate Contract or other encumbrance which is to remain unpaid after Closing and its terms require the holder's consent to this sale, Buyer agrees to promptly apply for such consent upon mutual acceptance of this Agreement. This Agreement is subject to the written consent of the holder of the underlying obligation within _____ days (15 days if not filled in) of mutual acceptance. If the holder's written consent to this Agreement is not obtained by such date, this Agreement shall terminate, and the Earnest Money shall be refunded to Buyer.	92 93 94 95 96 97
C. <input type="checkbox"/> Seller Wrap of Existing Loan.	98
Payments. From the payments by Buyer to Seller, Seller will pay the monthly payments of \$ _____ due on an existing loan by _____ (the lender) having an approximate present principal balance of \$ _____ with interest at _____ % per annum computed on the unpaid principal and secured by the Property. Such balance remains the obligation of the Seller and Seller agrees to pay such obligation in accordance with its terms and conditions. Buyer shall have the right to remedy any default on the underlying obligation, provided Buyer is not in default to Seller, and all sums so paid shall be credited to Buyer's payments to Seller.	99 100 101 102 103 104 105
D. <input type="checkbox"/> Cash Down to Existing Loan.	106
i. Type of Loan. Buyer agrees to assume, at Closing, an existing <input type="checkbox"/> Deed of Trust; <input type="checkbox"/> Mortgage; <input type="checkbox"/> Real Estate Contract securing the Property and to pay the balance of the Purchase Price in cash, including Earnest Money, at Closing. The assumed loan <input type="checkbox"/> is; <input type="checkbox"/> is not an Adjustable Rate Mortgage ("ARM"). The monthly payments could increase or decrease if the assumed loan is an ARM.	107 108 109 110

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

**PAYMENT TERMS ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

- ii. **Loan Amount and Payments.** The assumed loan has a principal balance of approximately 111
\$ _____ and is payable in monthly installments of approximately 112
\$ _____ including interest at _____ % per annum computed on the declining 113
principal balance, and including real estate taxes; hazard insurance. Seller shall pay any 114
delinquencies at Closing. 115
 - iii. **Seller Warranty – Loan is Assumable.** Seller warrants that the assumed loan is assumable provided 116
that Buyer complies with and agrees to abide by any requirements or conditions imposed by the holder of 117
the assumed loan. 118
 - iv. **Buyer Review Period.** This Agreement is conditioned upon Buyer's review of the assumed loan. 119
Unless Buyer gives written notice to Seller of Buyer's disapproval of the assumed loan within _____ 120
days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 121
 - v. **Seller Review Period.** Seller understands that when a loan is "assumed," Seller may remain liable to 122
pay the holder of the assumed loan if the Buyer fails to do so. This Agreement is conditioned upon 123
Seller's review of the terms of the assumed loan. Unless Seller gives written notice to Buyer of Seller's 124
disapproval of the terms of the assumed loan within _____ days (5 days if not filled in) of mutual 125
acceptance, this contingency shall be deemed satisfied (waived). 126
5. **OTHER TERMS** (Check all that apply). 127
- A. **Payments to Collection Account.** 128
 - i. **Collection Account.** Buyer's payments to or on behalf of Seller shall be made to a contract collection 129
account at _____ (the "Collection Account"), 130
 to be established and paid for by Buyer and Seller equally; or to be established and paid for as 131
follows: _____ (established and paid for equally if not filled in). 132
Closing Agent may; may not (may if not checked) collect Collection Account set-up fees and annual 133
escrow fees at Closing. 134
 - ii. **Escrow.** The Collection Account shall also serve as escrow for a request for reconveyance or 135
fulfillment deed (as applicable), which shall be fully executed by Seller at Closing and held by the 136
Collection Account pending payment of funds as provided for herein and shall be released to Buyer when 137
full payment of funds due and owing have been received by the Collection Account. 138
 - iii. **Taxes and Insurance.** In addition to payments for the principal and interest, additional amounts 139
determined by the Collection Account holder shall be paid by Buyer and applied to real property taxes; 140
 insurance, which amounts may change due to adjustments in taxes and insurance premiums. Closing 141
Agent may; may not (may if not checked) collect the initial deposit for taxes and insurance at 142
Closing. 143
 - B. **Seller's Review of Buyer's Finances Contingency.** This Agreement is conditioned upon Seller's review 144
and approval, in Seller's sole discretion, of (i) Buyer's credit report and score; (ii) Buyer's income tax 145
returns for the prior _____ years (3 years if not filled in); (iii) verification of Buyer's employment 146
from Buyer's employer; and (iv) other _____. 147
Buyer will provide Seller with all applicable information including a credit report and score (if applicable) 148
within _____ days (5 days if not filled in) of mutual acceptance. Unless Seller gives written notice to 149
Buyer of Seller's disapproval of the applicable conditions within _____ days (2 days if not filled in) 150
of the date the information is due, this contingency shall be deemed satisfied (waived). 151
 - C. **Title Insurance.** Buyer shall pay the cost of a lender's standard title insurance policy insuring Seller's 152
security interest and shall pay for an extended lender's title insurance policy if the cost of such extended 153
policy does not exceed the cost of a standard policy by more than ten percent (10%). 154

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

AGENCY DISCLOSURE

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither. 1
2
3

This form is for use when the transaction forms **do not** otherwise contain an agency disclosure provision. 4

THE UNDERSIGNED BROKER REPRESENTS: _____ **seller** _____ 5

**THE UNDERSIGNED BUYER/LESSEE OR SELLER/LESSOR ACKNOWLEDGES RECEIPT
OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY"** 6

Signature DATE _____ 7

Signature DATE _____ 8

Signature
Fred G Bresch DATE _____ 9

Signature
Jill L Bresch DATE _____ 10

BROKER _____
Print/Type 11

BROKER'S SIGNATURE _____ 12

FIRM NAME AS LICENSED _____
Print/Type 13

FIRM ASSUMED NAME (if applicable) _____
Print/Type 14