

# VACANT LAND PURCHASE AND SALE AGREEMENT

## Specific Terms

- Date:** April 6, 2023 **MLS No.:** N/A **Offer Expiration Date:** \_\_\_\_\_
- Buyer:** Munson Vedder Development LLC, and or assigns  
Buyer Buyer Status
- Seller:** City of Sunnyside  
Seller Seller
- Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): see attached, \_\_\_\_\_, \_\_\_\_\_  
2920 Outlook Road, Sunnyside, WA 98944  
Address City County State Zip
- Purchase Price:** \$ 4,059,000.00 Dollars
- Earnest Money:** \$ 40,000.00  Check;  Note;  Wire;  Other  
Delivery Date 120 days after mutual acceptance; to be held by  Buyer Brokerage Firm;  Closing Agent
- Default:** (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
- Title Insurance Company:** Valley Title
- Closing Agent:** Stewart Title & Escrow Mary Knowles  
Company Individual (optional)
- Closing Date:** on/before 9/28/2023; **Possession Date:**  on Closing;  Other \_\_\_\_\_
- Services of Closing Agent for Payment of Utilities:**  Requested (attach NWMLS Form 22K);  Waived
- Charges/Assessments Levied Before but Due After Closing:**  assumed by Buyer;  prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA):** Seller  is;  is not a foreign person for purposes of U.S. income taxation
- Subdivision:** The Property:  must be subdivided before \_\_\_\_\_;  is not required to be subdivided
- Feasibility Contingency Expiration Date:**  120 days after mutual acceptance;  Other \_\_\_\_\_
- Agency Disclosure:** Buyer represented by:  Buyer Broker;  Buyer/Listing Broker (dual agent);  unrepresented  
Seller represented by:  Listing Broker;  Listing/Buyer Broker (dual agent);  unrepresented
- Buyer Brokerage Firm Compensation:**  \$ or  % 5;  Pay as Offered or  Other - See Addendum  
Amount Offered in Listing
- Addenda:** Forms 35F, 31, 22LA, 22T, 34, 34-2, 41C, REABRO

*Amson Racio* 4/6/23  
Buyer Signature Munson Vedder Development LLC Date

\_\_\_\_\_  
Seller Signature City of Sunnyside Date

\_\_\_\_\_  
Buyer Signature and or assigns Date

\_\_\_\_\_  
Seller Signature Date

\_\_\_\_\_  
Buyer Address 202 S. Kansas St.

\_\_\_\_\_  
Seller Address

\_\_\_\_\_  
City, State, Zip Kennewick WA 99336

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

\_\_\_\_\_  
Buyer Phone No. 832-389-1483 Fax No.

\_\_\_\_\_  
Seller Phone No. Fax No.

\_\_\_\_\_  
Buyer E-mail Address garon.racio2346@gmail.com

\_\_\_\_\_  
Seller E-mail Address

\_\_\_\_\_  
Buyer Brokerage Firm Retter & Company Sotheby's International Realty MLS Office No.

\_\_\_\_\_  
Listing Brokerage Firm Retter & Company Sotheby's International Realty MLS Office No.

\_\_\_\_\_  
Buyer Broker (Print) Christopher Linck MLS LAG No.

\_\_\_\_\_  
Listing Broker (Print) Christopher Linck MLS LAG No.

\_\_\_\_\_  
Firm Phone No. (509)783-8811 Broker Phone No. (509)440-9498 Firm Fax No. 509-783-4924

\_\_\_\_\_  
Firm Phone No. (509)783-8811 Broker Phone No. (509)440-9498 Firm Fax No.

\_\_\_\_\_  
Firm Document E-mail Address contracts@rcsothebysrealty.com

\_\_\_\_\_  
Firm Document E-mail Address Contracts@rcsothebysrealty.com

\_\_\_\_\_  
Buyer Broker E-mail Address linck@rcsothebysrealty.com

\_\_\_\_\_  
Listing Broker E-mail Address linck@rcsothebysrealty.com

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Buyer Broker DOL License No. 115475 Firm DOL License No. 3077

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Listing Broker DOL License No. 115475 Firm DOL License No. 3077

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Buyer Broker DOL License No. 115475 Firm DOL License No. 3077

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Listing Broker DOL License No. 115475 Firm DOL License No. 3077

VACANT LAND PURCHASE AND SALE AGREEMENT  
General Terms

- 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 by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage 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 Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage 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 Buyer Brokerage 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. Buyer Brokerage 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 Buyer Brokerage 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 Buyer Brokerage 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 Buyer 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

<u>AR</u>	<u>4/6/23</u>	_____	_____	_____	_____	_____	_____
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

## VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

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.

**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 Buyer 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 Buyer 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") and provide the certification to the Closing Agent within 10 days of mutual acceptance. 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.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

AR 4/6/23

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

## VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

- 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 Buyer Broker, or at the licensed office of Buyer 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 Buyer 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 Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer 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.
- 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. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and 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, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). 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.

AR 4/6/23  
Buyer's Initials Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

VACANT LAND PURCHASE AND SALE AGREEMENT  
General Terms

- 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. 163-168
  - 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. 169-171
  - s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage 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 Buyer 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 Buyer 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." 172-181
  - t. **Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage 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. 182-192
  - 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 Buyer 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. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term u. 193-212
- 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. 213-214
- 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 215-216

AR 4/6/23  
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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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. 217  
218

w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage 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. 219  
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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. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous 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 or hazardous materials and conditions and evaluate the Property as there may be defects and hazards 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, fire, 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. 223  
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AR 4/6/23  
Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

### FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated April 6, 2023 1  
between Munson Vedder Development LLC, and or assigns ("Buyer") 2  
Buyer Buyer  
and City of Sunnyside ("Seller") 3  
Seller Seller  
concerning 2920 Outlook Road, Sunnyside, WA 98944 ("the Property"). 4  
Address City State Zip

**Feasibility Contingency.** Buyer shall verify within 120 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 Buyer 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

AR 4/6/23  
Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

**EARNEST MONEY PROMISSORY NOTE**

\$ 40,000.00 2920 Outlook Road  
Sunnyside, Washington 1

FOR VALUE RECEIVED, Munson Vedder Development LLC 2  
Buyer

and or assigns ("Buyer") 3  
Buyer

agree(s) to pay to the order of Stewart Title (Buyer Brokerage Firm or Closing Agent) 4

the sum of Forty Thousand Dollars 5

(\$ 40,000.00 ), as follows: 6

within 3 days following mutual acceptance of the Purchase and Sale Agreement. 7

\* Upon Satisfaction of feasibility . 8

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 9

Sale Agreement between the Buyer and City of Sunnyside 10  
Seller

("Seller") 11  
Seller

dated April 6, 2023 . Buyer's failure to pay the Earnest Money 12  
strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note. 13

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 14  
any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 15  
court and collection costs. 16

Date: \_\_\_\_\_ 17

BUYER *Aaron Rued* 18  
**Munson Vedder Development LLC**

BUYER \_\_\_\_\_ 19  
**and or assigns**

\* "On closing" or similar language is not recommended. Use a definite date.

**LAND AND ACREAGE ADDENDUM**

The following is part of the Purchase and Sale Agreement dated April 6, 2023 1  
 between Munson Vedder Development LLC, and or assigns ("Buyer") 2  
Buyer Buyer  
 and City of Sunnyside ("Seller") 3  
Seller Seller  
 concerning 2920 Outlook Road, Sunnyside, WA 98944 (the "Property"). 4  
Address City State Zip

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

*AR* 4/6/23  
 Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

**LAND AND ACREAGE ADDENDUM**  
*Continued*

**2. CONTINGENCIES:**

43

**a. General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. 44  
 The work to be performed shall be timely ordered by the party responsible for payment, except for the 45  
 Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for 46  
 ordering the work and fails to timely do so, Seller will be in breach of the Agreement. 47

**b. Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the 48  
 Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable 49  
 contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within 50  
 the applicable contingency period, then the respective contingency shall be deemed waived. 51

**c. Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are 52  
 contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement 53  
 fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller: 54

Paid by Buyer	Paid by Seller		Contingency period (10 days if not filled in)	
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>i. Survey.</b> Completion of survey to verify information regarding 55 the Property as listed in 1(b), with results of the survey to be 56 satisfactory to Buyer in Buyer's sole discretion. Seller shall 57 provide any prior surveys of the Property to Buyer, if available. 58 59 60	120	days 57
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<input type="checkbox"/>	<input type="checkbox"/>	<b>ii. Perc Test.</b> Perc or similar test, conducted by a qualified 61 professional, indicating that the Property is suitable for 62 installation of conventional septic system and drain field. If 63 the sale fails to close, the party who paid for the perc test 64 shall fill in holes at their expense within two weeks of the 65 date the transaction is terminated. Earnest Money shall not 66 be refunded to Buyer until perc holes are filled in if this is 67 Buyer's responsibility. 68	_____	days 61
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<input type="checkbox"/>	<input type="checkbox"/>	<b>iii. On-Site Sewage System.</b> The on-site sewage system 69 ("OSS") shall be inspected and, if the inspector determines 70 necessary, pumped by a qualified professional, with results of 71 the inspection to be satisfactory to Buyer in Buyer's sole 72 discretion. If Seller had the OSS inspected within _____ 73 months (12 months if not filled in) of mutual acceptance and 74 Seller provides Buyer with written evidence thereof, including 75 an inspection report, there shall be no obligation to inspect and 76 pump the OSS unless otherwise required by Buyer's lender. If 77 VA financing is used, Buyer's lender may require certification of 78 the OSS. If Seller has not already conducted an inspection, 79 Buyer shall have the right to observe the inspection. 80	_____	days 69
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The OSS inspection  shall;  shall not include a purge 81  
 test to determine if the OSS is functioning properly. 82

Seller shall deliver to Buyer the maintenance records, if 83  
 available, of the OSS serving the Property within \_\_\_\_\_ 84  
 days (10 days if not filled in) of mutual acceptance. 85

<input type="checkbox"/>	<input type="checkbox"/>	<b>iv. Water Quality.</b> Water quality and/or purity tests showing 86 water meets the approval standards of the Department of 87 Ecology and the standards of the governing county. Water 88 quality tests to be performed by a qualified professional. 89	_____	days 86
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Water quality and/or purity tests  shall;  shall not be 90  
 submitted to a private lab for further evaluation. 91

AR      4/6/23  
 Buyer's Initials      Date

\_\_\_\_\_  
 Buyer's Initials      Date

\_\_\_\_\_  
 Seller's Initials      Date

\_\_\_\_\_  
 Seller's Initials      Date

**LAND AND ACREAGE ADDENDUM**  
*Continued*

- |                          |                          |   |            |                            |
|--------------------------|--------------------------|---|------------|----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>v. Water Quantity.</b> Water quantity tests (4 hour draw down test or other test selected by Buyer) showing a sustained flow of _____ g. p. m., which Buyer agrees will be adequate to reasonably meet Buyer's needs. Water quantity test to be performed by a qualified professional. | _____ days | 92<br>93<br>94<br>95<br>96 |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>vi. Timber.</b> Timber cruise conducted by a qualified forest products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion.  | _____ days | 97<br>98<br>99             |

**3. ADDITIONAL PROVISIONS (check as applicable)** 100

**Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency set forth in Specific Term 15 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any matters affecting the Property including, without limitation, the condition of any improvements to the Property, the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical area on the Property, the number and location of approved road approaches from public roads, and the presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 101-110

This feasibility study contingency shall conclusively be deemed waived unless within 120 (10 days if not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 111-113

**Irrigation and Water.** Seller represents that there are \_\_\_\_\_ shares of \_\_\_\_\_ irrigation/frost water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties should consult with an attorney to facilitate the transfer of any water rights. 114-116

**Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the extent delegated to and assumed by Buyer hereunder. 117-122

**Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or before April 20, 2023. A party shall conclusively be deemed to have waived this contingency unless notice in conformance with this Agreement is provided to the other party by the foregoing date. 123-125

**Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of the Agreement:  portable buildings;  sheds and other outbuildings;  game feeders;  livestock feeders and troughs;  irrigation equipment;  fuel tanks;  submersible pumps;  pressure tanks;  corrals and pens  gates and fences;  chutes;  other: \_\_\_\_\_ . 126-129

The value assigned to the personal property included in the sale shall be \$ \_\_\_\_\_. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 130-131

**CRP Program.** Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program ("WRP"), or similar program contracts and agree to continue them through the expiration date of each such contract. All documentation for the assumption shall be completed prior to the Closing Date and must be approved by the USDA or applicable government agency prior to Closing. Any applicable program payments shall be prorated as of Closing. 132-135

Seller shall deliver to Buyer all documents related to such programs within \_\_\_\_\_ (10 days if not filled in) after mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This contingency shall be deemed waived unless Buyer gives notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 136-140

*AR* 4/6/23

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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**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 (20 days if not filled in) of mutual acceptance:
- Any and all information relating to the property that is currently in the Seller's possession.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 15 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 30 (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.

AR 4/6/23

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

### TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated April 6, 2023 1  
between Munson Vedder Development LLC, and or assigns ("Buyer") 2  
Buyer Buyer  
and City of Sunnyside ("Seller") 3  
Seller Seller  
concerning 2920 Outlook Road, Sunnyside, WA 98944 ("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 5 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. If Buyer receives the preliminary 9  
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. 10

Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 11  
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 12  
disapproved exceptions. 13

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 14  
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 15  
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 16  
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 17

**2. Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 18  
then the above time periods and procedures for notice, correction, and termination for those new exceptions 19  
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 20  
necessary to accommodate the foregoing times for notices. 21

**3. Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 22  
as provided for in the Agreement. 23

AR 4/6/23  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated April 6, 2023 1  
between Munson Vedder Development LLC, and or assigns ("Buyer") 2  
and City of Sunnyside ("Seller") 3  
concerning 2920 Outlook Road, Sunnyside, WA 98944 ("the Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5  
**Pertaining to Page 1 of the Vacant Land Purchase and Sales Agreement Form 25, Line 4:** 6

- Parcel 1.) 221027-12006 8
- Parcel 2.) 221027-21001 9
- Parcel 3.) 221028-11002 10
- Parcel 4.) 221028-11003 11
- Parcel 5.) 221028-12001 12
- Parcel 6.) 221028-12004 13
- Parcel 7.) 221028-12006 14

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

Initials: BUYER: AR Date: 4/6/23 SELLER: \_\_\_\_\_ Date: \_\_\_\_\_  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated April 6, 2023 1  
between Munson Vedder Development LLC, and or assigns ("Buyer") 2  
and City of Sunnyside ("Seller") 3  
concerning 2920 Outlook Road, Sunnyside, WA 98944 ("the Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

**Buyer agrees to put in a city park as part of a Planned Unit Development (PUD) and to reserve no 6  
less than 1 (One) acre and no more that 2 (Two) acres depending on site plans; for police and fire 7  
substation(s). 8**

**Seller agrees to rezone the property to R3 and R4 zoning for single family residences as well as a 9  
medium-high density apartment complex. 10**

**Seller agrees to rezone the Western portion of the property to a mixed use commercial designation 11  
or equivalent. 12**

**Seller agrees to provide the property free of any leases or encumbrances prior to closing. 13**

**Seller agrees that all water and mineral rights currently attached to the property will transfer to the 14  
Buyer upon closing. 15**

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

Initials: BUYER: AR Date: 4/6/23 SELLER: \_\_\_\_\_ Date: \_\_\_\_\_  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

### BUYER BROKERAGE FIRM'S COMPENSATION ADDENDUM

The following is part of the Purchase and Sale Agreement dated April 6, 2023 1  
between Munson Vedder Development LLC, and or assigns ("Buyer") 2  
Buyer  
and City of Sunnyside ("Seller") 3  
Seller  
concerning 2920 Outlook Road, Sunnyside, WA 98944 ("the Property"). 4  
Address City State Zip

**Buyer Brokerage Firm's Compensation - No Compensation Offered by Seller.** 5

There is  no offer of compensation from Seller to Buyer Brokerage Firm in the listing; or  Seller has not 6  
signed a listing agreement. Seller shall pay Buyer Brokerage Firm a compensation of 5.000 % of sales price 7  
or \$ \_\_\_\_\_ at Closing. 8

**Additional Buyer Brokerage Firm Compensation - Buyer Representation Agreement.** 9

Buyer is obligated to pay Buyer Brokerage Firm compensation as a condition of a buyer representation 10  
agreement between Buyer Brokerage Firm and Buyer. Seller's offer of compensation to Buyer Brokerage 11  
Firm in the listing is less than Buyer's obligation to Buyer Brokerage Firm. Accordingly, Seller agrees 12  
to pay Buyer Brokerage Firm additional compensation of \_\_\_\_\_ % of sales price or 13  
\$ \_\_\_\_\_ at Closing. Buyer Brokerage Firm's total compensation paid by Seller shall be \_\_\_\_\_ % of 14  
sales price or \$ \_\_\_\_\_ at Closing. 15

**Credit to Buyer.** 16

Buyer Brokerage Firm's compensation shall be reduced from the amount offered in the listing by 17  
\_\_\_\_\_ % of sales price or \$ \_\_\_\_\_, and Seller shall credit such amount to Buyer's obligations 18  
at Closing. If Buyer is obtaining a loan or loans to purchase the Property, Seller's credit to Buyer is subject to 19  
Buyer's lender(s) approval of such credit. Any amount not approved by Buyer's lender shall be paid to Buyer 20  
Brokerage Firm. Buyer Brokerage Firm's total compensation paid by Seller shall be \_\_\_\_\_ % of sales 21  
price or \$ \_\_\_\_\_ at Closing (not including any credit amount not approved by Buyer's lender). 22

**Reduction in Buyer Brokerage Firm Compensation.** 23

Buyer Brokerage Firm's compensation shall be reduced from the amount offered in the listing by 24  
\_\_\_\_\_ % of sales price or \$ \_\_\_\_\_. The Purchase Price offered by Buyer reflects this 25  
reduction in compensation owed to Buyer Brokerage Firm. Buyer Brokerage Firm's total compensation paid 26  
by Seller shall be \_\_\_\_\_ % of sales price or \$ \_\_\_\_\_ at Closing. 27

**Other:** 28

29  
30

Buyer Broker Signature \_\_\_\_\_ Date \_\_\_\_\_ **Retter & Company Sotheby's International Realty** 31  
**Christopher Linck** Buyer Brokerage Firm

If Seller shall, within 360 days (180 days if not filled in) from the date hereof, sell the Property to Buyer or 32  
someone acting on Buyer's behalf, Seller shall pay Buyer Brokerage Firm the compensation set forth above, less any 33  
portion of the earnest money retained by Buyer Brokerage Firm. Provided, if a compensation is paid to another 34  
member(s) of a multiple listing service in conjunction with such sale, the amount of compensation payable to Buyer 35  
Brokerage Firm shall be reduced by the amount paid to such other member(s). "Sell" includes a contract to sell; an 36  
exchange or contract to exchange; or an option to purchase, regardless of when it closes. 37

AR 4/6/23 \_\_\_\_\_  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date