

Real Estate Purchase and Sale Agreement
(NON-RESIDENTIAL)

THIS CONTRACT CONTROLS THE TERMS OF THE SALE OF REAL PROPERTY,
THIS IS A LEGALLY BINDING CONTRACT

DATED this _____ day of _____, 20__.

I. PARTIES:

A. Seller: Spokane County, a political subdivision of the State of Washington.

B. Purchaser(s): _____
(*Husband and Wife*) (*a single person*)(*Corporation, L.L.C., Partnership, etc.*)

II. PROPERTY:

A. Tax Parcel Number(s): _____

B. Legal Description: _____

C. Included Items: All structures and improvements existing on the property as of the date of this agreement, along with all personal property existing on the property at the time of closing.

III. PURCHASE PRICE: _____

(\$ _____) including Earnest Money in the amount of _____
_____ (minimum of 1% of the offered purchase price); to be deposited by the Purchaser(s) in the form of cash to be held by the Closing Agent. Purchaser agrees to pay the purchase price in full in cash at closing. The Purchaser hereby represents that Purchaser(s) have available sufficient funds to close this sale in accordance with this agreement, and is not relying upon any contingent source of such funds unless otherwise specifically set forth herein.

IV. CONTINGENCIES:

- A. Seller Contingencies:
1. Property Declared as surplus by Spokane County;
 2. Appraisal of the property obtained by Spokane County;
 3. Property announced for sale at a 2:00 p.m. meeting of the Board of County Commissioners with at least 10 days notice in a newspaper recognized for legal notices;
 4. Property offered for sale at 5:30 p.m. meeting of the Board of County

Commissioners, during which:

- a. Written offers for purchase received prior to the meeting are presented to the Board by the County Engineer.
 - b. Chair of the Board allows individual comment from the audience and inquires whether others present wish to offer more for the property than the offers received through the County Engineer as stated in paragraph a above.
 - c. Offers, if any, are heard from the floor. If more than one offer is made from the floor, then an auction of the property will be conducted. All offers made from the floor, shall be submitted in writing, using this Real Estate Purchase and Sale Agreement form, to the County Engineer no later than 5:00 p.m. on the following business day. Any offer from the floor that is not reduced to writing and submitted to the County Engineer as required by this paragraph c, will not be considered as a valid offer by the County.
 - d. If no offers are made from the floor as described in paragraph c above, the Board will decide whether to accept or counter any of the offers presented to the Board as described in paragraph a above.
 - e. If there are offers from the floor as described in paragraph c above, the Board will consider all offers at the next meeting of the Board and will decide which of the offers presented at the meeting pursuant to paragraph c above that the Board will accept, if any.
5. By acceptance of this offer as described above in Seller Contingencies, Seller waives the Seller Contingencies.

B. Purchaser Contingencies: (Check all applicable contingencies)

- Financing: Purchaser(s) shall submit application for financing within _____ days (five days if not filled in) of their offer being accepted by Seller. Seller will not contribute toward Purchaser's loan costs, lender required prepaid amounts and reserves, Purchaser closing costs, or any costs that Purchaser is not allowed to pay under the particular loan program. Seller may terminate this Agreement if Purchaser does not waive Financing contingency within sixty (60) days from the date of acceptance of this Agreement by Seller.
- Title Report: Purchaser(s) may terminate this Agreement without penalty within ten (10) days of receipt of the title report regarding the property. If the Purchaser does not exercise this contingency within the ten (10) day limitation, then the contingency is waived.
- Other Purchaser Contingencies: In addition to the conditions stated above, if any, this sale is conditioned upon the following: _____
- _____
- _____

V. INSPECTION PERIOD: _____ days from the date of acceptance of this offer. (45 days if left blank.)

VI. TITLE INSURER: _____

VII. CLOSING AGENT: _____

VIII. CLOSING DATE: _____ (no later than 120 days from the date that this document is delivered to the County). The closing date may be extended for an additional 120 days upon written request from Purchaser and deposit by Purchaser with Seller of an "Extension Fee" of \$5,000.00. Upon the written acceptance of the extension by Seller the Extension Fee shall become non-refundable. The Extension Fee shall be credited to Purchaser against the purchase price of the property at the time of closing. **TERMINATION DATE:** Thirty days after closing date. **POSSESSION:** At closing.

IX. DEFAULT: Unless all parties initial at paragraph number 9 in the General Provisions below, Seller shall have an election of remedies in the event of Purchaser(s) default.

X. OFFER EXPIRATION DATE: This offer shall remain open until such time as the Board of County Commissioners accept this offer or another offer as described above in Seller's contingencies, or until sooner withdrawn by the Purchaser(s).

XI. ADDENDA AND ADDITIONAL PROVISIONS: The following provisions and attached addenda are part of this Agreement: _____

XII. GENERAL PROVISIONS:

1. **Parties.** Seller agrees to sell and Purchaser agrees to purchase the identified Property. Seller represents that Seller is the owner of or has full right and authority to sell the Property. Purchaser may assign his/her/their rights to an intermediary for purposes of completing this transaction as part of an IRC, Section 1031 tax deferred exchange, and all parties will reasonably cooperate so long as no additional cost is incurred by Seller. Otherwise, unless this Agreement states Purchaser is acting as a nominee or has a right to assign, Purchaser's rights under this Agreement may not be assigned by Purchaser without Seller's prior written consent, which consent shall not be unreasonably withheld.
2. **Property.** Purchaser and Seller authorize Closer to correct unintended mistakes and omissions in the legal description, with Seller to be responsible for assuring its accuracy.
 - a. **Property Condition.** Purchaser understands that Seller obtained the Property through foreclosure or other means, and is selling the Property strictly on an "AS-IS, WHERE-IS" basis, "WITH ANY AND ALL FAULTS." Seller makes no representation or warranty whatsoever, express or implied, nor is any employee or

agent of Seller authorized to make, any representation or warranty as to the quality or condition of the Property, merchantability, or the suitability or fitness of the Property for any use whatsoever, known or unknown to Seller. In no event shall Seller be responsible or liable for defects or faults, if any, in the Property, or for remedying or repairing the same, except as noted herein. Purchaser warrants that Purchaser has fully inspected the Property, performed all due diligence deemed necessary by Purchaser, and is fully satisfied with the same in all respects "AS-IS, WHERE-IS," "WITH ANY AND ALL FAULTS."

- b. **Seller to Maintain Property.** Seller shall make reasonable efforts to maintain the Property in its condition as of the date of acceptance of this offer by Seller as described in Seller's contingencies above and until Purchaser is entitled to Possession. Purchaser and/or his/her agent is entitled to receive access prior to Closing at a mutually agreed and reasonable time, to walk through and visually inspect and perform due diligence upon the Property.
 - c. **Risk of Loss.** If improvements on the Property are destroyed or materially damaged by accidental fire or other accidental casualty prior to Closing, and if Closing has not occurred, then Purchaser may elect to terminate this Agreement and the earnest money shall be refunded to Purchaser.
- 3. Purchase Price and Payment.** Except as expressly stated otherwise herein:
- a. The Purchase Price will be paid in cash, inclusive of earnest money; and
 - b. Purchaser represents they have sufficient funds available to close this sale without relying on any contingent source of funds, including funds from loans, sale/closing of other property, gifts, retirement or future earnings.
 - c. Any earnest money shall be deposited with Closer within five (5) days after acceptance of this Agreement. If earnest money is not deposited with the Closer as required in this Agreement, Seller may declare this Agreement terminated.
- 4. Lender Financing.** If Purchaser's obligations are contingent upon receiving lender financing, Purchaser shall make a complete written application and pay any required Lender costs within the time specified in Section IV. Contingencies. Purchaser shall use best efforts to obtain loan approval meeting the terms of Purchaser's application, or terms more favorable to Purchaser. Loan approval meeting the terms of Purchaser's application, or terms more favorable to Purchaser shall be accepted by Purchaser. Lender may require inspections and or work to be performed as a condition of loan approval, however Seller shall not be required to pay any part thereof.

Purchaser acknowledges hereby that the minimum purchase price offered must be no less than the appraised value of the Property as determined by the appraisal obtained by Seller prior to the Property being announced for sale. If the appraised value of the Property obtained for purposes of financing is less than the Purchase Price and obtaining financing

depends upon the appraised value of the Property, Seller shall not be required to lower the sale price for the real property.

Purchaser Waiver Required. If Seller has reserved the right to terminate this Agreement in the event Purchaser does not waive the financing contingency, then at any time after expiration of the required date for Purchaser's waiver and until Seller receives Purchaser's Notice of Waiver, Seller may give Notice terminating this Agreement. Thereafter, Purchaser may not reinstate this Agreement by attempting to give later Notice of Waiver.

- 5. Investigation.** Purchaser agrees that no information provided from or on behalf of Seller related to marketing the Property, in any advertising or in any other communication, constitutes a representation of fact, and Purchaser is to independently verify all such information. Accuracy of the information from Seller to be verified by Purchaser in this paragraph shall be a material condition for purposes of this Section 5. Purchaser's investigation of these matters shall be at Purchaser's sole expense. Purchaser may only use this investigation to object to errors in the information to be verified by Purchaser under this Section 5. Purchaser's investigation of the Property shall be deemed satisfied unless Purchaser gives written Notice identifying such undisclosed material conditions and electing to terminate this Agreement within the Investigation period provided in Section V. Inspection Period.
- 6. Inspection.** Purchaser acknowledges having been advised that Purchaser shall perform the Purchaser's due diligence regarding the property, at the Purchaser's own expense, including but not limited to physical survey of the property, environmental review and/or survey of the property, etc. Purchaser's agreement is conditioned upon Purchaser's due diligence and approval thereof. This contingency shall be conclusively deemed satisfied unless within the inspection period provided in Section V. Inspection Period, the Seller receives a full and complete copy of the report and/or other information generated by the Purchaser's due diligence and a Notice of Termination of this Agreement from Purchaser identifying the conditions discovered during the Purchaser's due diligence to which Purchaser objects.

If Purchaser elects to terminate this Agreement pursuant to this section, any earnest money shall be immediately released to Purchaser.

- 7. Disclosure Statement.** Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

8. Title and Title Insurance.

- a. **Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. Rights, reservations, covenants, conditions and restrictions, presently of record; and easements and encroachments not materially affecting the value, or unduly interfering with Purchaser's intended use of the Property, shall not be deemed to render title unmarketable. Purchaser must provide Notice of any matters claimed to materially affect the value, or unduly interfere with Purchaser's intended use of the Property within the earlier of ten (10) days from the date of title company's issuance of the title insurance commitment or Closing, or any objection will be deemed waived. Encumbrances to be discharged by Seller, as noted in subparagraph c., shall be paid by Seller on or before Closing.
- b. **Title Insurance.** Seller authorizes Closing Agent, at Seller's expense, to apply for a standard form owner's policy of title insurance, to be issued by the designated title insurance company. The title policy shall contain no exceptions other than those contained in said standard form and those consistent with this Agreement.
- c. **Failure of Title.** If title is not marketable or not insurable, as required in this Section, and despite Seller's payment of monetary encumbrances (including, but not limited to, assessments such as GFC's, CFR;s, ULID's, RID's, etc.) and best efforts to correct title defects prior to Closing, then Purchaser's sole election shall be to either waive such defects, or to terminate this Agreement and receive a refund of the earnest money. Nothing in this provision shall diminish or affect any covenants or warranties given in any deed or other conveyance at Closing.

9. Closing and Possession.

- a. **Closing and Possession.** Upon demand, Purchaser and Seller will promptly deposit with the Closing Agent all instruments and monies (in cash or by cashier's check) required to complete the transaction in accordance with this Agreement. Closing shall occur on the closing date, or earlier by mutual agreement. In the event the transaction cannot be closed by the specified date due to an occurrence, other than a default, outside the control of Seller or Purchaser (e.g. loan preparation delay), the parties hereby agree to extend the date of Closing for a period as necessary to remedy the delaying occurrence. The date of Closing shall not, however, be extended beyond the Termination Date, unless further extension is agreed to by all parties by addendum. Closing is defined as the date when appropriate conveyance documents have been recorded and Seller's proceeds, if any, are available for disbursement. Purchaser shall be entitled to Possession at 5:00 p.m. on the stated Possession date. Possession shall be considered transferred when Purchaser has physical possession of the Property.
- b. **Closing Costs and Prorates.** Except as specified by applicable statute or regulation, Closing Agent's fees shall be shared equally between Purchaser and Seller. Seller

shall pay any real estate excise tax. Taxes for the current year, condominium and homeowner's association dues (unless otherwise provided by association rules), if any, rent, interest, insurance, and water and other utility usage charges constituting liens shall be prorated as of Closing. Purchaser agrees to pay for remaining fuel in fuel tank as of the date that Purchaser is entitled to Possession, provided that Seller obtains a written statement as to the quantity and current price thereof from the supplier. Upon request of the Closing Agent, Seller shall also provide the names and addresses of the providers of all lienable utilities, including special districts, entitled to collect charges in connection with the Property.

c. **Closing Instruments.** Except as provided in this Agreement, if there are provisions for: (1) conveyance of fee title, title shall be conveyed by Quit Claim Deed.

10. Default. In the event of default by Seller, the earnest money shall be refunded to Purchaser on demand. If Purchaser defaults and Purchaser has not provided earnest money as required by paragraph 3 of the General Conditions of this Agreement, Seller may seek specific performance or damages, at the election of the Seller. If Purchaser defaults and Purchaser provided earnest money, then Seller shall retain the earnest money as liquidated damages. Seller and Purchaser agree that the remedies stated in this paragraph are the sole remedies available to the parties in the event of default by either party hereto.

Seller's Initials: _____ **Purchaser's Initials:** _____

11. Contingencies and Addenda. Except as expressly provided in this Agreement or as required by law, Purchaser's obligations are not subject to any contingencies. If any applicable contingency is not satisfied or waived, and unless Purchaser or Seller defaults, this Agreement shall terminate and the earnest money shall be refunded to Purchaser.

12. Notices. Notice must be given in writing. Notices to Seller must be signed by Purchaser(s) and shall be deemed to be given when actually received by Seller. Notices to Purchaser must be signed by Seller's authorized designee and shall be deemed to be given when received by at least one Purchaser. Both parties must keep each other advised of their mailing address for the receipt of mail via U.S. Postal Service.

13. Computation of Time. Unless provided otherwise, "days" are calendar days and any period of time in this Agreement shall expire at 5:00 p.m. of the last day of the specified time period. If the last day is a Saturday, Sunday, or legal state holiday as defined in RCW 1.16.050, then such period shall expire on the next day which is not a Saturday, Sunday or legal holiday. In calculating any time period, the date of the event commencing the period shall not be counted. Unless otherwise specified, time periods in this Agreement commence on Mutual Acceptance.

14. Faxes and Counterparts. 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. This Agreement may be signed in counterparts.

15. Integration. This Agreement represents the final integrated contract of the parties and supersedes any prior proposals, offers, negotiations, revisions, unincorporated written communications or oral discussion, statements, representation or agreements.

16. Time is of the Essence. Time is of the essence as to all terms and conditions of this Agreement.

17. Attorney's Fees. If Purchaser, Seller involved in this transaction is involved in any dispute relating to any aspect of this transaction or this Agreement, each prevailing party shall recover their reasonable attorney's fees. This provision shall survive Closing.

PURCHASER AND SELLER UNDERSTAND THAT THIS IS A LEGALLY BINDING DOCUMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY. BOTH PARTIES AGREE THAT THIS DOCUMENT HAS BEEN PREPARED IN COOPERATION BETWEEN BOTH PARTIES. BOTH PARTIES UNDERSTAND THAT THEY HAVE A RIGHT TO HAVE THIS DOCUMENT REVIEWED BY THEIR RESPECTIVE LEGAL COUNSEL OF THEIR OWN CHOICE AND AT THEIR OWN EXPENSE.

BOTH PURCHASER AND SELLER ACKNOWLEDGE THAT THEY HAVE OBTAINED SUCH LEGAL ADVISE AS THEY DEEM NECESSARY AND PRUDENT PRIOR TO SIGNING THIS DOCUMENT

EXECUTED this _____ day of _____, 20____.

PURCHASER: _____

PURCHASER: _____

ADDRESS: _____

PHONE: _____

FACSIMILE: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

Chair

ATTEST:

Vice-Chair

Clerk of the Board

Commissioner

ADDRESS: _____

PHONE: _____

FACSIMILE: _____

Acceptance of this offer pursuant to Section IV. Seller's Contingencies occurred on the _____ day of _____, 20____. (Date to be inserted by County at acceptance of this offer.)

Purchase_Sale Agreement Form 092506.doc