

RESOLUTION NO. 2023-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, authorizing the Mayor and/or City Manager to execute the Agreement for the Purchase and Sale of Real Estate and other related documents for the sale of the property commonly known as the "Whitfield Triangle" ("Property") by the City of Ellensburg ("City") to Gregory Thomas Kastner and Nafisa Kholmatova, a married couple ("Buyers").

WHEREAS, the City owns the Property located on Alder Street west of its intersection with Franklin Street, Ellensburg, Washington, identified as Kittitas County Tax Parcel No. 065633, and legally described as:

Lot 15, Block F, LEE'S SUBDIVISION OF BLOCKS M, I, & F, SECOND RAILROAD ADDITION TO ELLENSBURG, WASHINGTON, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 2 of Plats, page 1, records of said County;

and

WHEREAS, following a duly noticed public hearing, the City Council of Ellensburg ("City Council") approved Resolution 2022-28 on August 15, 2022, which declared the Property as surplus to the City's needs, and the sale of the Property by any means authorized in the Ellensburg City Code and state law; and

WHEREAS, the City commissioned an appraisal of the subject property, and the proposed purchase price for the Property offered by Buyers in the amount of \$125,000.00 is an amount equal to or greater than the fair market value of the lot based on the appraised value; and

WHEREAS, the City Council hereby finds the disposition of the Property through a negotiated Purchase and Sale Agreement, attached hereto as Exhibit 1 and consistent with Chapter 2.06 ECC, will best serve the common public benefit;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELLENSBURG, WASHINGTON, AS FOLLOWS:

Section 1. The "Whereas" provisions set forth above are hereby incorporated in this Resolution as findings in support of the actions authorized in this Resolution.

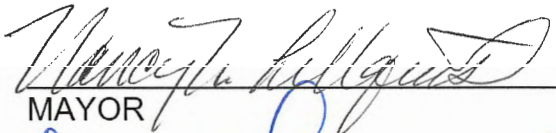
Section 2. The disposition of the City's Property as authorized herein shall be by the negotiated Purchase and Sale Agreement (Exhibit 1) with Buyers pursuant to Chapter 2.06 ECC.

Section 3. The Mayor and/or City Manager are hereby authorized to execute the Purchase and Sale Agreement for purchase of the surplus property described above

to Buyers. The Mayor and/or City Manager are also authorized to execute all other documents necessary to complete the sale of the Property as set forth herein.

Section 4. If any section, sentence, clause, or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

ADOPTED by the City Council of the City of Ellensburg this 3rd day of July, 2023.


MAYOR

ATTEST:

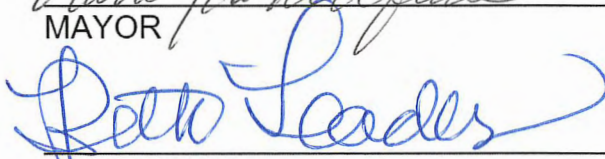

CITY CLERK

Exhibit 1

Form 22Y
Modification of Closing Date
Rev 2/17
Page 1 of 1

©Copyright 2017
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

MODIFICATION OF CLOSING DATE ADDENDUM

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer") 2
Buyer Buyer
and City of Ellensburg ("Seller") 3
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

1. **MODIFICATION OF CLOSING DATE.** The parties hereby agree to modify the Closing Date set forth in the 5
Agreement to: 07/19/2023 6

2. **OTHER DATES.** In addition, the parties hereby agree to modify other dates set forth in the Agreement as follows: 7

3. **OTHER.** 17

All other terms and conditions of the Agreement remain unchanged. 40

<u>GTK</u>	<u>07/07/2023</u>	<u>NK</u>	<u>07/07/2023</u>	<u>HBC</u>	<u>07/07/2023</u>		
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

©Copyright 2010
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer") 2
Buyer Buyer
and City of Ellensburg ("Seller") 3
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

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

~~There are City Light overhead power lines and a Charter/Spectrum line that cross the property. Seller to remove/divert all over head lines on the property. This will be done at the seller's expense and will be completed within 12 months of the closing date.~~ 6
7
8

~~Seller agrees to reduce the price to \$130,000.~~ 9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

Seller agrees to reduce the purchase price to \$125,000.

NK 07/05/2023 HBC 07/06/23

GTK 07/05/2023

At closing the Buyer will assume ownership and all responsibility for maintenance and/or removal of the sprinkler system that is installed at the property. 27
28
29
30

HBC 07/06/23 NK 07/07/2023 GTK 07/07/2023

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

GTK 06/08/2023 NK 06/08/2023 HBC 07/03/2023
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

CENTURY

Form 25
Vacant Land PSA
Rev 10/22
Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT
Specific Terms

©Copyright 2022
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

1. Date: June 01, 2023 MLS No.: 2039910 Offer Expiration Date: 6/5/2023
2. Buyer: Gregory Thomas Kastner Nafisa Kholmataova A married couple
Buyer Buyer Status
3. Seller: City of Ellensburg
Seller Seller
4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 065633
0 N Alder Street Ellensburg Kittitas WA 98926
Address City County State Zip
5. Purchase Price: \$ 135,000.00 One Hundred Thirty-Five Thousand Dollars
6. Earnest Money: \$ 6,750.00 ☐ Check; ☐ Note; ☒ Wire; ☐ Other
Delivery Date 5 days after mutual acceptance; to be held by ☐ Buyer Brokerage Firm; ☒ Closing Agent
7. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
8. Title Insurance Company: AmeriTitle
9. Closing Agent: AmeriTitle Schiree Minor
Company Individual (optional)
10. Closing Date: 7/14/2023; 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: ☒ 30 days after mutual acceptance; ☐ Other
16. Agency Disclosure: Buyer represented by: ☒ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented
Seller represented by: ☒ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☐ unrepresented
17. Buyer Brokerage Firm Compensation: % 3 Amount Offered in Listing; ☒ Pay as Offered or ☐ Other - See Addendum
18. Addenda: 22A(Financing) 22D(Optional Clauses) 22K(Utilities) 22XX(Water Rights)
22YY(Farm Disclosure) 22T(Title Contingency) 35F(Feasibility)

Gregory Thomas Kastner 06/01/2023
Buyer Signature Date
Nafisa Kholmataova 06/02/2023
Buyer Signature Date
361 Glenn Ln
Buyer Address
Ellensburg WA 98926
City, State, Zip
253.217.7479
Buyer Phone No. Fax No.
kastnerg@yahoo.com
Buyer E-mail Address
CENTURY 21 Center Point 3947
Buyer Brokerage Firm MLS Office No.
Pooya Roohani 122613
Buyer Broker (Print) MLS LAG No.
509.933.4000 (206) 458-9419
Firm Phone No. Broker Phone No. Firm Fax No.
admin@c21eburg.com
Firm Document E-mail Address
pooya@c21eburg.com
Buyer Broker E-mail Address
83591
Buyer Broker DOL License No. Firm DOL License No.

Heidi Behrends Cerniway 06/05/23
Seller Signature Date
Heidi Behrends Cerniway
Seller Signature Date
RE/MAX Community One Realty 9856
Listing Brokerage Firm MLS Office No.
Susan Ferrell 30172
Listing Broker (Print) MLS LAG No.
(509) 933-7300 (509) 312-0817 (509) 933-7320
Firm Phone No. Broker Phone No. Firm Fax No.
remax@elltel.net
Firm Document E-mail Address
Susan@SusanFerrell.com
Listing Broker E-mail Address
23630 21287
Listing Broker DOL License No. Firm DOL License No.

Form 25
Vacant Land PSA
Rev. 10/22
Page 2 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

©Copyright 2022
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

- 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

GTK 06/01/2023

NK 06/02/2023

HB 06/05/23

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 25
Vacant Land PSA
Rev. 10/22
Page 3 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

©Copyright 2022
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

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.

GTK 06/01/2023

NK 06/02/2023

HB 06/05/23

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 25
Vacant Land PSA
Rev. 10/22
Page 4 of 8

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

©Copyright 2022
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

- 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:
- 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.
 - 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.

GTK 06/01/2023

NK 06/02/2023

HB 06/05/23

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 25
Vacant Land PSA
Rev 10/22
Page 5 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

©Copyright 2022
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

- q. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. Agency Disclosure.** 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."
- 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.
- 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.
- Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so.
- v. Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the

GTK 06/01/2023

Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

HB 06/05/23

Seller's Initials Date Seller's Initials Date

Form 25
Vacant Land PSA
Rev. 10/22
Page 6 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

©Copyright 2022
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

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. 219 220 221 222

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. 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242

GTK 06/01/2023

Buyer's Initials

Date

NK 06/02/2023

Buyer's Initials

Date

HB 06/05/23

Seller's Initials

Date

Seller's Initials

Date

Form 22A
Financing Addendum
Rev. 3/21
Page 1 of 3

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

©Copyright 2021
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer") 2
Buyer Buyer
and City of Ellensburg ("Seller") 3
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

1. LOAN APPLICATION. 5

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to 6
purchase the Property (the "Loan(s)"): ☒ Conventional First; ☐ Conventional Second; ☐ Bridge; ☐ VA; ☐ FHA; 7
☐ USDA; ☐ Home Equity Line of Credit; ☐ Other _____ 8
(the "Financing Contingency"). Buyer shall pay ☐ \$ _____; or ☒ 30 % of the Purchase 9
Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the 10
Purchase Price and pay the application fee, if required, for the subject Property within 5 days (5 days if 11
not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means 12
the submission of Buyer's financial information for the purposes of obtaining an extension of credit including 13
Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan 14
amount. If not waived, the Financing Contingency shall survive the Closing Date. 15
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within 16
the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes 17
the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then 18
the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this 19
Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this 20
Addendum, "lender" means either the party to whom the application was submitted or the party funding the 21
loan. Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender 22
any time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the 23
same. 24

2. FINANCING CONTINGENCY. Select "a" or "b" ("a" if neither is selected). 25

- a. ☒ **Seller's Notice to Perform.** 26
- i. **Notice to Perform.** At any time 21 days (21 days if not filled in) after mutual acceptance, Seller 27
may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may 28
give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not 29
earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 30
- ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give 31
"Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives 32
Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated 33
and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. 34
- iii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(a) 35
☐ will; or ☒ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 36
- b. ☐ **Automatic Waiver of Financing Contingency.** 37
- i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within _____ days (21 38
days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer 39
gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written 40
confirmation from Buyer's lender as required by Paragraph 4. 41
- ii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(b) 42
☐ will; or ☐ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 43

GTK 06/01/2023

Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

HB 06/05/23

Seller's Initials Date Seller's Initials Date

Form 22A
Financing Addendum
Rev. 3/21
Page 3 of 3

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

©Copyright 2021
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

6. **INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 94 95 96
7. **FHA/VA/USDA - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5. 97 98 99 100 101 102 103 104
Purpose of Appraisal. The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable. 105 106 107
8. **VA Amendatory Clause.** If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. 108 109 110 111 112 113
9. **EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of this Financing Contingency. 114 115 116 117 118 119

GTK 06/01/2023

Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

HB 06/05/23

Seller's Initials Date

Seller's Initials Date

©Copyright 2021
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

CHECK IF INCLUDED: 5

- HB 06/05/23

Date _____

Form 22D
Optional Clauses Addendum
Rev. 3/21
Page 2 of 2

©Copyright 2021
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

Continued

7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____
Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
 - a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer; ☐ Seller (Seller if not filled in).
10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): _____
11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
 - a. Home warranty provider: _____
 - b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: _____ (none, if not filled in).
 - d. Other: _____
12. ☐ **Other.**

GTK 06/01/2023

Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

HB 06/05/23

Seller's Initials Date Seller's Initials Date

Form 22K
Identification of Utilities Addendum
Rev. 3/21
Page 1 of 1

©Copyright 2021
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated June 01, 2023
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer")
and City of Ellensburg ("Seller")
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property").

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows:

WATER DISTRICT:

Name e-mail or website (optional)
Address
City, State, Zip Fax No. (optional)

SEWER DISTRICT

Name e-mail or website (optional)
Address
City, State, Zip Fax No. (optional)

IRRIGATION DISTRICT:

Name e-mail or website (optional)
Address
City, State, Zip Fax No. (optional)

GARBAGE.

Name e-mail or website (optional)
Address
City, State, Zip Fax No. (optional)

ELECTRICITY

Name e-mail or website (optional)
Address
City, State, Zip Fax No. (optional)

GAS:

Name e-mail or website (optional)
Address
City, State, Zip Fax No. (optional)

SPECIAL DISTRICT(S):

(local improvement districts or
utility local improvement districts)

Name e-mail or website (optional)
Address
City, State, Zip Fax No. (optional)

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within 5 days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and addresses of the utility providers identified by Seller.

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges (including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or to insure payment of, Seller's utility charges.

GTK 06/01/2023

NK 06/02/2023

HB 06/05/23

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

Form 22XX
Kittitas County Water Addendum
Rev. 3/21
Pages 1 of 1

**KITTITAS COUNTY
WATER ADDENDUM**

©Copyright 2021
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated June 01, 2023
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer")
Buyer Buyer
and City of Ellensburg ("Seller")
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property")
Address City State Zip

Surface Water Rights Disclosure

Buyer acknowledges that the right to use surface water in the Yakima River Basin, from the Yakima River, all tributaries to the Yakima River, and all surface water within Kittitas County has been or is being determined in *State of Washington, Department of Ecology v. James J. Acquavella*, Yakima County Superior Court No. 77-2-01484-5 ("Acquavella"). Buyer acknowledges that the *Acquavella* water rights adjudication may appear as an exception in the preliminary commitment for title insurance and the title insurance policy issued by the Title Insurance Company. That exception shall not cause title to the Property to be unmarketable, and Buyer waives this defect or encumbrance. Buyer acknowledges that the right to use surface water on the Property will be impacted by the decisions in *Acquavella*. Buyer shall take title to the Property subject to those decisions.

Groundwater Rights Disclosure

Buyer acknowledges that the right to use groundwater for new domestic uses in Kittitas County is subject to regulation by both the Department of Ecology and Kittitas County. New uses of ground water for potable water are prohibited without obtaining either mitigation water or a permit to use ground water. Buyer acknowledges that an adequate water supply determination will be made for the Property before Buyer will be issued a building permit. Buyer shall make an independent inquiry into availability of mitigation water or a ground water rights permit prior to Closing.

Buyer acknowledges that neither Seller, Listing Brokerage Firm, or Buyer Brokerage Firm have made any representations as to the availability or adequacy of surface water or ground water for the Property.

<u>GTK</u>	<u>06/01/2023</u>	<u>NK</u>	<u>06/02/2023</u>		<u>HB</u>	<u>06/05/23</u>
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials Date

Form 22YY
Right to Farm Disclosure
Rev. 10/14
Pages 1 of 1

**KITTITAS COUNTY
RIGHT TO FARM DISCLOSURE**

©Copyright 2014
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated June 01, 2023
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer")
Buyer Buyer
and City of Ellensburg ("Seller")
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property")
Address City State Zip

Buyer acknowledges that the Property may be subject to the Kittitas County Right to Farm For the Protection of Agricultural Activities Ordinance (Kittitas County Code Chapter 17.74), which states:

The County of Kittitas supports the continuation and development of properly conducted agricultural operations within the County and has enacted a Right to Farm For the Protection of Agricultural Activities Ordinance (KCC 17.74). If the property you are purchasing is located near agricultural lands or operations or included within an area zoned for agricultural purposes, you may be subject to inconveniences arising from such operations. Inconveniences may occur as a result of agricultural operations which are in conformance with existing laws and regulations and accepted customs and standards. These inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft), and the driving of machinery and/or livestock on public and private rights-of-way during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. If you live near an agricultural area, you should be prepared to accept such conditions as part of the custom of a county with a strong rural character and an active agricultural sector.

Seller and Buyer authorize and direct the Closing Agent to record this Right to Farm Disclosure in conjunction with the deed conveying the Property as set forth in the Kittitas County Code.

<u>Gregory Thomas Kastner</u>	<u>06/01/2023</u>	<u>Heidi Behrends Cerniwey</u>	<u>06/05/23</u>
<small>Buyer</small>	<small>Date</small>	<small>Seller</small>	<small>Date</small>
<u>Nafisa Kholmatova</u>	<u>06/02/2023</u>		
<small>Buyer</small>	<small>Date</small>	<small>Seller</small>	<small>Date</small>

Form 22T
Title Contingency Addendum
Rev. 3/21
Page 1 of 1

©Copyright 2021
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer") 2
Buyer Buyer
and City of Ellensburg ("Seller") 3
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (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 10 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

GTK 06/01/2023
Buyer's Initials Date

NK 06/02/2023
Buyer's Initials Date

HB 06/05/23
Seller's Initials Date

HB 06/05/23
Seller's Initials Date

Form 35F
Feasibility Contingency Addendum
Rev. 3/21
Page 1 of 1

©Copyright 2021
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1
between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer") 2
Buyer Buyer
and City of Ellensburg ("Seller") 3
Seller Seller
concerning 0 N Alder Street Ellensburg WA 98926 (the "Property"). 4
Address City State Zip

Feasibility Contingency. Buyer shall verify within 30 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

GTK 06/01/2023

Buyer's Initials

Date

NK 06/02/2023

Buyer's Initials

Date

HB 06/05/23

Seller's Initials

Date

Seller's Initials

Date



Filed for Record at Request of

Name _____
 Address _____
 City and State _____

THIS SPACE RESERVED FOR RECORDS USE.

Filed for Record at 2:15 P.M.
 Date 10-5-66
 By City of Ellensburg
 Marion Barker, Kittitas County Auditor

Quit Claim Deed

Form 400-1-Rev.

333190

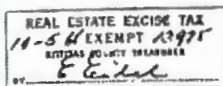
THE GRANTOR S, JOHN D. THOMAS, JR., and PEGGY P. THOMAS, his wife,

for and in consideration of Ten and no/100ths (\$10.00) Dollars

conveys and quit claims to the CITY OF ELLENSBURG, a Municipal Corporation,

the following described real estate, situated in the County of Kittitas State of Washington,
 together with all after acquired title of the grantor(s) therein:

Lot 15, BLOCK "F", LEE'S SUBDIVISION OF BLOCKS
 M, I and F, SECOND RAILROAD ADDITION TO
 ELLENSBURG, in the County of Kittitas, State of
 Washington, as per plat thereof recorded in Book 2
 of Plats, page 2, records of said County.



Dated this

4th

day of October, 1966.

John D. Thomas Jr.
Peggy P. Thomas

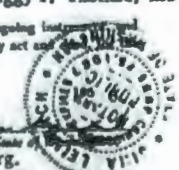
STATE OF WASHINGTON, }
 County of Kittitas }

On this day personally appeared before me John D. Thomas, Jr. and Peggy P. Thomas, his wife,

to me known to be the individuals described in and who executed the within and foregoing instrument, and
 acknowledged that they signed the same as their free and voluntary act and
 uses and purposes therein mentioned.

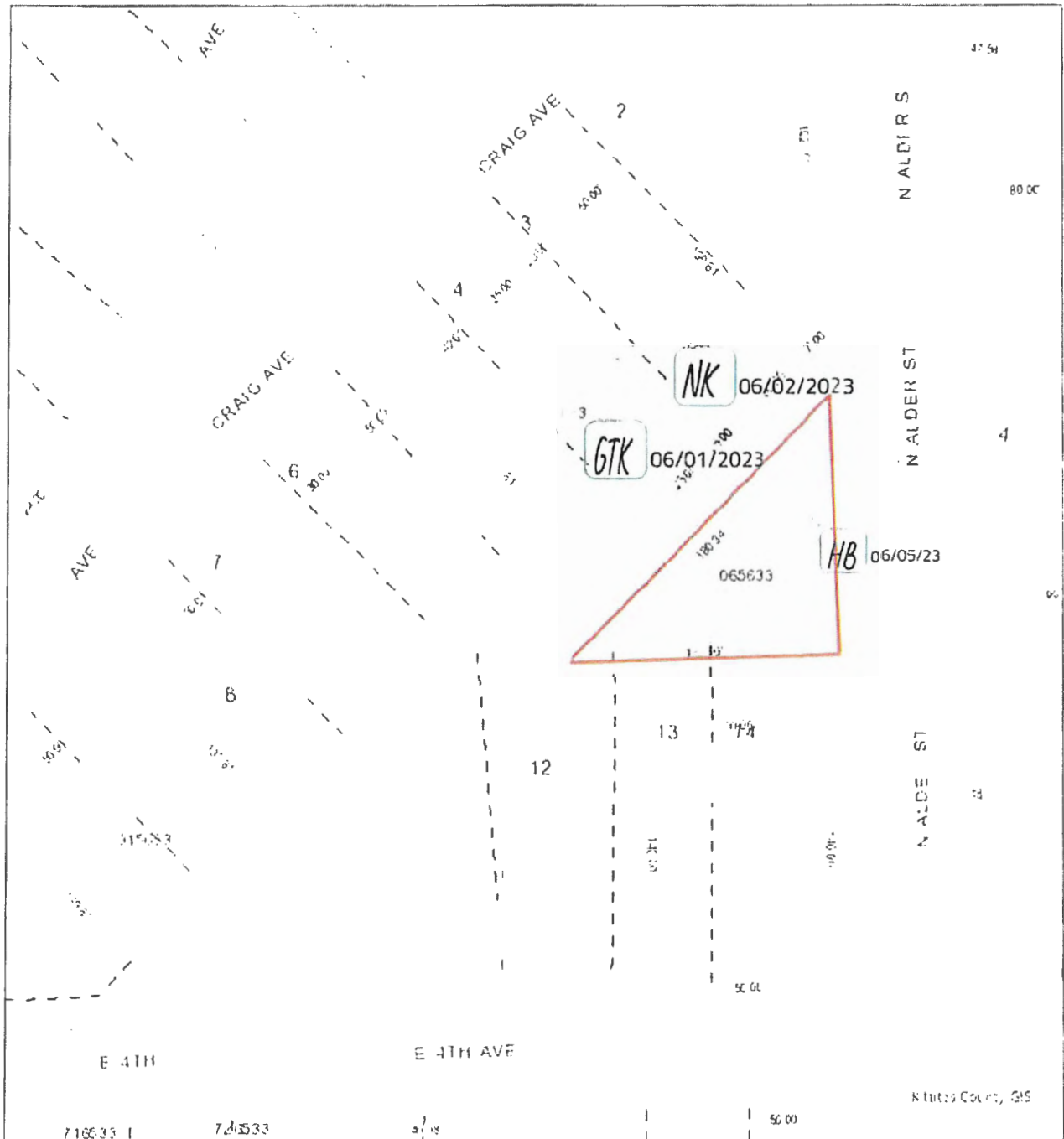
GIVEN under my hand and official seal this 4th day of October

Donna L. Lamm
 Notary Public in and for the State of Washington
 residing at Ellensburg.



Vol 123 pgs 381

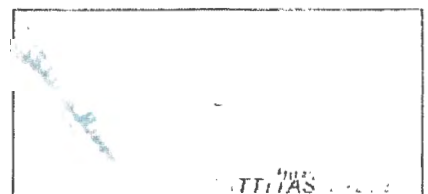
Kittitas County COMPAS Map



Date: 1/31/2023

1 inch equals 94 feet

0 0.000001 0.02 mi



Disclaimer
Kittitas County makes no warranty, either implied or expressed, in the most current and accurate information provided. The information, expressed or implied, are provided for the data as used for interpretation. Kittitas County does not guarantee the accuracy of the information contained herein and is not responsible for any use, misuse or representations of, claims regarding this information or its derivatives.