

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' 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

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MODIFICATION OF CLOSING DATE ADDENDUM

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1

between Gregory Thomas Kastner 2
Buyer
and Nafisa Kholmatova ("Buyer") 2
Seller
concerning City of Ellensburg 3
Seller
0 4
Address N Alder Street 4
Ellensburg 4
City WA 4
State 98926 4
(the "Property"). 4

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

GTK 07/07/2023

NK 07/07/2023

HBC 07/07/2023

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

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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 2
Buyer Nafisa Khelmatova
Buyer ("Buyer")

and City of Ellensburg 3
Seller ("Seller")

concerning 0 N Alder Street 4
Address Ellensburg WA 98926
City State Zip (the "Property")

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

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

~~Seller agrees to reduce the price to \$130,000.~~

HBC 07/03/23

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.

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

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

GTK 08/08/2023

Buyer's Initials

Date

NK 08/08/2023

Buyer's Initials

Date

HBC 07/03/2023

Seller's Initials

Date

Seller's Initials

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CENTURY

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

VACANT LAND PURCHASE AND SALE AGREEMENT
Specific Terms

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1. Date: June 01, 2023MLS No.: 2039910Offer Expiration Date: 6/5/20232. Buyer: Gregory Thomas KastnerBuyer: Nafisa Khommatova

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	<u>N Alder Street</u>	<u>Ellensburg</u>	<u>Kittitas</u>	<u>WA</u>	<u>98926</u>
Address	City	County	State	Zip	

5. Purchase Price: \$ 135,000.00 One Hundred Thirty-Five Thousand Dollars6. Earnest Money: \$ 6,750.00 Check; Note; Wire; OtherDelivery Date 5 days after mutual acceptance; to be held by Buyer Brokerage Firm; Closing Agent7. Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies8. Title Insurance Company: AmeriTitle9. Closing Agent: AmeriTitle Schilee Minor
Company Individual (optional)10. Closing Date: 7/14/2023 Possession Date: on Closing; Other11. Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived12. Charges/Assessments Levied Before but Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing13. Seller Citizenship (FIRPTA): Seller Is; is not a foreign person for purposes of U.S. income taxation14. Subdivision: The Property: must be subdivided before _____; is not required to be subdivided15. Feasibility Contingency Expiration Date: 30 days after mutual acceptance; Other16. Agency Disclosure: Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented17. Buyer Brokerage Firm Compensation: % 3 For % Amount Offered in Listing; Pay as Offered or Other – See Addendum18. Addenda: 22A(Financing) 22D(Optional Clauses) 22K(Utility) 22XX(Water Rights)
22YY(Farm Disclosure) 22T>Title Contingency 35F(Feasibility)

Gregory Thomas Kastner 06/01/2023
 Buyer Signature Date
 Nafisa Khommatova 06/02/2023
 Buyer Signature Date
 361 Glenny Ln
 Buyer Address
 Ellensburg WA 98926
 City, State, Zip
 253.217.7479
 Buyer Phone No. Fax No.
 kastnertg@yahoo.com
 Buyer E-mail Address
 CENTURY 21 Center Point 3947
 Buyer Brokerage Firm M.L.S. Office No.
 Pooya Roohani 122613
 Buyer Broker (Print) M.L.S. 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
 Seller Signature Date
 Seller Address
 City, State, Zip
 Seller Phone No. Fax No.
 Seller E-mail Address
 RE/MAX Community One Realty 9856
 Listing Brokerage Firm M.L.S. Office No.
 Susan Ferrell 30172
 Listing Broker (Print) M.L.S. 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

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a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures. 1
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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. 7
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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. 22
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General Terms

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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. 57
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e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. 60
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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. 70
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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). 77
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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. 89
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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. 93
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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. 98
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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. 104
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GTK 06/01/2023

Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

Seller's Initials

HB 06/05/23

Seller's Initials Date

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General Terms

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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.

I. 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

NPK | 06/02/2023

HB | 06/05/23

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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VACANT LAND PURCHASE AND SALE AGREEMENT
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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
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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
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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
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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
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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
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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
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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
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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

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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 217
the Earnest Money shall be refunded to Buyer. 218

w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided 219
from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer 220
gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely 221
notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 222

x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations 223
and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 224
The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 225
under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 226
related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 227
addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 228
building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 229
lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 230
defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 231
may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 232
expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due 233
diligence to inspect the Property to Buyer's satisfaction and to retain Inspectors qualified to identify the presence of 234
defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 235
may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to 236
meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to 237
homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local 238
ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting 239
third party service providers, such as Inspectors or contractors, but Brokers cannot guarantee or be responsible for the 240
services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding 241
third-party service providers. 242

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 22A
Financing Addendum
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**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

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The following is part of the Purchase and Sale Agreement dated June 01, 2023

between Gregory Thomas Kastner
Buyer and Nafisa Kholmatova
Buyer and City of Ellensburg
Seller concerning 0 N Alder Street (the "Property").

1. LOAN APPLICATION.

a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(s)": Conventional First; Conventional Second; Bridge; VA; FHA; USDA; Home Equity Line of Credit; Other _____ (the "Financing Contingency"). Buyer shall pay \$ _____; or 30 % of the Purchase Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within 5 days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan amount. If not waived, the Financing Contingency shall survive the Closing Date.

b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within the agreed time, (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan. Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender any time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the same.

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

a. Seller's Notice to Perform.

- i. **Notice to Perform.** At any time 21 days (21 days if not filled in) after mutual acceptance, Seller may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice.
- ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give "Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice.
- iii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(a) will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price).

b. Automatic Waiver of Financing Contingency.

- i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within days (21 days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written confirmation from Buyer's lender as required by Paragraph 4.
- ii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(b) will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price).

GTK 06/01/2023

| NK 06/02/2023

HB 06/05/23

Buyer's Initials

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Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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Financing Addendum
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**FINANCING ADDENDUM TO
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3. LOAN COST PROVISIONS. Seller shall pay up to \$ _____; or _____ % of the Purchase Price 44
(\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan 45
discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include 46
the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and 47
settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee 48
for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is 49
insufficient to pay for those costs. If checked, Buyer shall pay Buyer's share of the escrow fee for the VA loan 50
(note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount 51
of the loan). 52

4. EARNEST MONEY. If Buyer has not waived the Financing Contingency, and is unable to obtain financing by 53
Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall 54
be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was 55
made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds 56
to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by 57
Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such 58
confirmation. 59

5. APPRAISAL LESS THAN SALE PRICE. 60

a. **Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer 61
may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include 62
a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5. 63

b. **Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of: 64

- i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser 65
acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's 66
approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not 67
to accept a reappraisal or reconsideration of value; 68
- ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the 69
appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, 70
whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA 71
financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces 72
the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.); 73
- iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the 74
appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price 75
exceeds the appraised value) to close the sale; or 76
- iv. Seller's rejection of Buyer's notice of low appraisal. 77

If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase 78
Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA 79
financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 80

c. **Buyer's Reply.** 81

- i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, 82
the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) 83
terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 84
- ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall 85
have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with 86
this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 87
- iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, 88
or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) 89
terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 90

Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest 91
Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for 92
notices. 93

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

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

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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
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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
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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
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GTK 06/01/2023

Buyer's Initials Date

NK 06/02/2023

Buyer's Initials Date

Seller's Initials Date

HB 06/05/23

Seller's Initials Date

Form 22D
Optional Clauses Addendum
Rev. 3/21
Page 1 of 2

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**OPTIONAL CLAUSES 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
 and **City of Ellensburg** ("Seller") 3
 Seller
 concerning 0 N Alder Street Ellensburg WA 98926 (the "Property"). 4
 Address City State Zip

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6
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2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11
12
13
 - Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14
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 - Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18
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3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23
24
4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25
26
27
5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: HB 06/05/23 28
 public water main; public sewer main; septic tank; well (specify type) ; 29
 irrigation water (specify provider) ; natural gas; telephone; electricity; 30
 cable (specify provider) ; internet (specify provider) ; 31
 other _____ ; 32
GTK 06/06/2023 NK 06/06/2023
6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 33
34
35

WALL INSULATION: TYPE: _____	THICKNESS: _____	R-VALUE: _____	36
CEILING INSULATION: TYPE: _____	THICKNESS: _____	R-VALUE: _____	37
OTHER INSULATION DATA: _____			38

GTK 06/01/2023

Buyer's Initials

Date

NK 06/02/2023

Buyer's Initials

Date

HB 06/05/23

Seller's Initials

Date

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

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**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 _____ 39
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. 40
41

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: 49
50
51
a. Association rules and regulations, including, but not limited to architectural guidelines; 52
b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 53
c. Association meeting minutes from the prior two (2) years; 54
d. Association Board of Directors meeting minutes from the prior six (6) months; and 55
e. Association financial statements from the prior two (2) years and current operating budget. 56

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. 57
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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). 62
63
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65

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): 66
67
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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: _____ 71
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. 72
c. Options to be included: _____ (none, if not filled in). 73
d. Other: _____ 74
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12. **Other.** 79
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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 22K
Identification of Utilities Addendum
Rev. 3/21
Page 1 of 1

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**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1

between Gregory Thomas Kastner 2

Buyer

Nafisa Kholmatova

("Buyer")

and City of Ellensburg 3

Seller

Seller

concerning 0 N Alder Street 4

Address

Ellensburg

City

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:

<u>Name</u>	<u>e-mail or website (optional)</u>
-------------	-------------------------------------

<u>Address</u>	
----------------	--

<u>City, State, Zip</u>	<u>Fax. No. (optional)</u>
-------------------------	----------------------------

SEWER DISTRICT

<u>Name</u>	<u>e-mail or website (optional)</u>
-------------	-------------------------------------

<u>Address</u>	
----------------	--

<u>City, State, Zip</u>	<u>Fax. No. (optional)</u>
-------------------------	----------------------------

IRRIGATION DISTRICT:

<u>Name</u>	<u>e-mail or website (optional)</u>
-------------	-------------------------------------

<u>Address</u>	
----------------	--

<u>City, State, Zip</u>	<u>Fax. No. (optional)</u>
-------------------------	----------------------------

GARBAGE.

<u>Name</u>	<u>e-mail or website (optional)</u>
-------------	-------------------------------------

<u>Address</u>	
----------------	--

<u>City, State, Zip</u>	<u>Fax. No. (optional)</u>
-------------------------	----------------------------

ELECTRICITY:

<u>Name</u>	<u>e-mail or website (optional)</u>
-------------	-------------------------------------

<u>Address</u>	
----------------	--

<u>City, State, Zip</u>	<u>Fax. No. (optional)</u>
-------------------------	----------------------------

GAS:

<u>Name</u>	<u>e-mail or website (optional)</u>
-------------	-------------------------------------

<u>Address</u>	
----------------	--

<u>City, State, Zip</u>	<u>Fax. No. (optional)</u>
-------------------------	----------------------------

SPECIAL DISTRICT(S):

(local improvement districts or
utility local improvement districts)

<u>Name</u>	<u>e-mail or website (optional)</u>
-------------	-------------------------------------

<u>Address</u>	
----------------	--

<u>City, State, Zip</u>	<u>Fax. No. (optional)</u>
-------------------------	----------------------------

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**

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The following is part of the Purchase and Sale Agreement dated June 01, 2023

between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer")
 Buyer
 and City of Ellensburg ("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.

GTK

06/01/2023

Buyer's Initials

Date

NK

06/02/2023

Buyer's Initials

Date

HB

06/05/23

Seller's Initials

Date

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

**KITTITAS COUNTY
RIGHT TO FARM DISCLOSURE**

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The following is part of the Purchase and Sale Agreement dated June 01, 2023

between Gregory Thomas Kastner Nafisa Kholmatova ("Buyer")
Buyer
and City of Ellensburg ("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.

Gregory Thomas Kastner

06/01/2023

Buyer

Date

Heidi Behrends Cerniwey
~~Heidi Behrends Cerniwey~~

06/05/23

Seller

Date

Nafisa Kholmatova

06/02/2023

Buyer

Date

Seller

Date

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

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**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 2
Buyer Nafisa Kholmatova ("Buyer") 2
Buyer and City of Ellensburg 3
Seller ("Seller")
concerning 0 N Alder Street 4
Address Ellensburg 4
City WA 98926 4
State Zip (the "Property").

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 11 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 12 notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 13 disapproved exceptions. 14

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

NK 06/02/2023

HB 06/05/23

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

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FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated June 01, 2023 1

between Gregory Thomas Kastner 1
Buyer Nafisa Kholmatova 2
Buyer
and City of Ellensburg 3
Seller (the "Seller")
concerning 0 4
N Alder Street 4
Address Ellensburg 4
City WA 4
State 98926 4
Zip (the "Property") 4

Feasibility Contingency. Buyer shall verify within 30 5 days (10 days if not filled in) after mutual acceptance 6 (the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 7 but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 8 cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 9 notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 10 disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 11 rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Buyer Broker. Buyer should 12 inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 13 shall include, but not be limited to: building or development moratoria applicable to or being considered for the 14 Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 15 constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 16 environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 17 procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 18 utility and any services 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 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

NK 06/02/2023

Buyer's Initials

HB 06/05/23

Seller's Initials

Date



Filed for Record or Request of

Name _____
 Address _____
 City and State _____

THIS SPACE RESERVED FOR RECORDER'S USE

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

Quit Claim Deed

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 greater(s) therein:

Lot 15, BLOCK "F", LEE'S SUBDIVISION OF BLOCKS
 M, I and P, 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

day of October, 1966.

John D. Thomas
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,
 acknowledged that they signed the same as their free and voluntary act and for the uses and
 purposes therein mentioned.

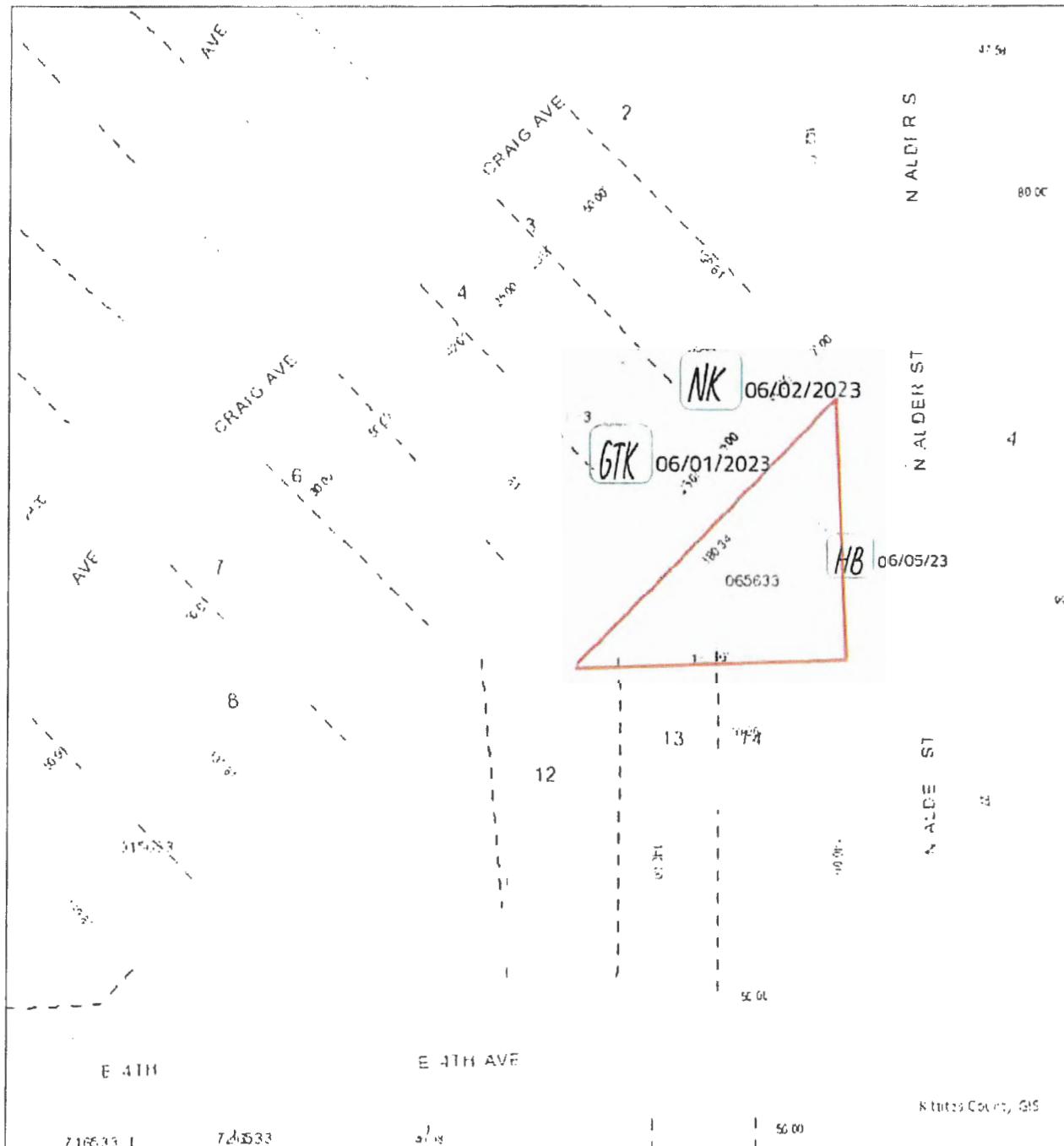
GIVEN under my hand and official seal this 4th day of October, 1966,
Donald L. Ladd
 Notary Public in and for the State of Washington,
 residing at Ellensburg.



vol123 num381

REC'D 11/18/1966

Kittitas County COMPAS Map



Date 1/31/2023

1 inch equals 91 feet

Kintza County, G.S.

0.600000 0.02000

Disclaimer:
Hillsborough County makes every effort to provide and maintain the most current and accurate information possible. No warranties, expressed or implied, are provided for the data. No use, or its interpretation, Hillsborough County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misinterpretation, or representations by others regarding this information or its derivatives.

