

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between JEROLD D. BARTON and DIANE M. BARTON, husband and wife (hereinafter referred to as "Seller"), and KITTITAS COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "Purchaser").

A. WHEREAS, Seller is the owner of that certain real property and mobile home park located in Kittitas County and legally described as follows:

Lots 4-16, Block 78, SHOUDY'S SECOND ADDITION TO ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 11, records of said County, together with portions of vacated 9<sup>th</sup> Street;

Lots 1,2,3,4,5,6,7,8, Block 81, SHOUDY'S SECOND ADDITION TO ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 11, records of said County, together with portions of vacated Willow Street;

**A FULL LEGAL DESCRIPTION OF THE REAL PROPERTY WILL BE PROVIDED PRIOR TO CLOSING**

TOGETHER WITH and SUBJECT TO THE FOLLOWING:

Seller's Lease with First & Last Chance, LLC;  
Seller's Lease with George Bender;  
Any and all mobile homes located on, in or about the Property and any and all leases for said mobile homes or leases of space for the placement of a third party-owned mobile home, together with Seller's Leases of those mobile homes, all of which shall be assigned by Seller to Purchaser in that certain Assignment and Assumption of Leases and Mobile Homes attached hereto and incorporated herein by reference as **Exhibit A**.

(hereinafter referred to as "Property")

B. WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property all as is hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, payment of the purchase price and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

1. **DEFINITIONS.** The following terms shall have the meanings assigned. Definitions of certain other capitalized terms are set forth elsewhere in this Agreement.

1.1. **"Acceptance" or "Mutual Acceptance"** means the date on which the Purchaser signs this Agreement at Page 9.

1.2. **"Environmental Laws"** means any and all state, federal and local statutes, regulations, and ordinances to which the Property is subject and relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same.

Jeff Slothower  
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Direct Fax No. (509) 343-3206  
Tel (509) 925-6916

INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_  
Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
Seller: \_\_\_\_\_/Date: \_\_\_\_\_

1.3. **“Hazardous Substances”** means all hazardous and toxic substances, wastes, or materials, including without limitation all substances, wastes, and materials containing either petroleum, including crude oil or any fraction thereof, or any of the substances referenced in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601(14), and similar or comparable state or local laws.

1.4. **“Property”** means the real property located in Kittitas County, State of Washington depicted in Recital A above, which is more commonly referred to as Kittitas County Tax Parcel Nos. 403834, 413834, 673834, 423834, 363834, together with all rights and appurtenances belonging thereto or in any way appertaining thereto and all right, title and interest of Seller in and to any and all roads, streets, alleys and rights of way, bounding such property.

1.5. **“Seller”** means Jerold D. Barton and Diane M. Barton, husband and wife.

1.6. **“Purchaser”** means Kittitas County, a political subdivision of the State of Washington.

1.7. **“Title Company”** means: AmeriTitle  
P.O. Box 617  
Ellensburg, WA 98926  
(509) 925-1477

2. **Purchase Price:** Seller agrees to sell and Purchaser agrees to purchase the Property for a total purchase price of \$1,450,000.00 payable at closing, including earnest money.

3. **Earnest Money:** Purchaser hereby deposits, and receipt is hereby acknowledged of \$10,000.00 paid or delivered as earnest money in part payment of the purchase price for the Property described above in Recital A. Earnest Money and this Agreement shall be held by AmeriTitle for the benefit of the parties hereto.

4. **Contingencies:** Purchaser’s obligations to purchase the Property is specifically subject to and contingent upon the following terms and conditions:

4.1. The adoption of a resolution by the Kittitas County Board of County Commissioners authorizing Purchaser to fund the purchase of the Property and to purchase the Property.

4.2. Within 90 days of acceptance, Purchaser’s inspection and approval, in Purchaser’s sole and absolute discretion, of the physical condition of the Property (the “Property Inspection”), including, without limitation, the conducting of soil tests (including borings), toxic and hazardous waste studies, surveys, engineering, historical use and structural studies. Any costs associated with said inspection shall be paid by Purchaser. In the event Purchasers disapprove of said inspection, then this Agreement shall terminate and the earnest money shall be refunded to Purchaser.

4.3. Seller shall provide a copy of the title to every mobile home owned by Seller on the Property prior to closing; and

4.4. Seller shall, prior to closing, transfer to the County all rental, lease and damage deposits held by the Seller, along with a detailed listing of which moneys are related to which tenants, and for what purpose; and

4.5. Seller shall provide, prior to closing, a comprehensive list of tenants on month-to-month rental agreements as well as those on leases, as well as copies of those lease agreements; and

INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_

Seller: \_\_\_\_\_/Date: \_\_\_\_\_

Seller: \_\_\_\_\_/Date: \_\_\_\_\_

4.6. Unless otherwise provided herein, all contingencies and conditions require notice in writing of acceptance, non-acceptance, or waiver within the time limits specified herein. In cases where a parties' failure to provide effective notice of acceptance, non-acceptance or waiver causes this Agreement to be terminable by the other party, said termination shall be effective on five (5) business days' notice by the terminating party to the other party of the intent to terminate. Nothing in this Paragraph shall expand or alter a parties' right to terminate or the other party's remedies for wrongful termination or failure to close.

5. Title.

5.1. Title Insurance. Title insurance shall be issued by AmeriTitle. Seller shall pay the cost of Standard Form Title Insurance. Within five (5) days of mutual acceptance of this Agreement, Seller shall arrange for the Closing Agent at Seller's expense, to apply for a preliminary commitment ("Commitment") for an ALTA form Owner's Policy for title insurance ("Policy") described in subparagraph (a) above with inflation protection, endorsements, if available at no additional charge, to be issued by the above title company.

5.2. Title Insurance Exceptions/Exclusions. Seller's title to the Property is to be free and clear of all liens, encumbrances or defects except for those reservations, restrictions, covenants, easements, and rights of way apparent and/or of record which are acceptable to Purchaser. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions, and the water rights litigation presently pending under *State of Washington, Department of Ecology v. James J. Acquavella, et al.*, Yakima County Superior Court Cause No. 77-2-01484-5, shall not be deemed encumbrances or defects. Encumbrances to be discharged by Seller may be paid out of purchase money at date of closing. If title cannot be made so insurable by Closing, and if Purchaser does not elect to waive any exceptions to the coverage which are not consistent with this subparagraph, this Agreement shall terminate and Purchaser's earnest money shall be refunded, at Purchaser's option.

5.3. Extended Title Insurance. Purchaser acknowledges that coverage afforded by Standard Form Policy of Title Insurance provides limited or no coverage for loss by reason of conflicts in boundary lines, shortage in area, encroachments or other matters which an accurate survey would disclose. More extensive coverage through an extended policy of title insurance may be available for an additional charge and subject to additional requirements imposed by the title company including a survey. If Purchaser requires or desires extended title insurance, Purchaser agrees to pay all costs in excess of those charged for the Standard Form Title Insurance, including, without limitation, increased premiums and survey costs. If a survey is required, Purchaser shall order survey within five (5) business days of receiving notice from the title company that a survey is required and the Purchaser shall pay the estimated cost of the survey prior to performance of any survey work or Purchaser can waive requirement for an extended policy and accept Standard Title Insurance.

6. Default: If either party defaults (that is fails to perform the acts required of him) in his contractual performance herein, the non-defaulting party may seek specific performance pursuant to the terms of this Agreement, damages or rescission. If the non-defaulting party seeking damages or rescission is Purchaser, the earnest money, upon demand, shall be refunded. If the non-defaulting party seeking damages or rescission is Seller, the earnest money, upon demand, shall be forfeited and paid to Seller less all charges provided for herein. **In the event the Purchaser fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by the Purchaser shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure.**

Initials of: Seller: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Purchaser: \_\_\_\_\_

INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_ Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
Seller: \_\_\_\_\_/Date: \_\_\_\_\_

7. Closing:

7.1. Date of Closing: For purposes of this Agreement, “date of closing” shall be constructed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

7.2. Place and Time of Closing: The sale shall be closed in the offices of AmeriTitle (hereinafter the “Closing Agent”), within 30 days after the waiver of or satisfaction of contingencies set forth in Section 4, but in any event not later than **August 1, 2016, which shall be the Termination Date.**

7.3. Prorations at Closing: All taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities (and other such amounts) shall be prorated as of the date of closing. Irrigation assessments, if any, shall be prorated on the basis of a 30-day month, 183 day irrigation season (April 15 to October 15).

7.4. Seller’s and Purchaser’s Deliveries at Closing: At Closing, Seller shall deliver (or cause to be delivered) to Purchaser the following:

7.4.1. Deed: A duly-executed and acknowledged Statutory Warranty Deed conveying to Purchaser marketable fee simple title to the Property (the “Deed”) free of all liens and encumbrances and defects in title other than those not objected to (or waived) by Seller as provided for herein. The Deed will be in a form prepared by Seller, subject to the reasonable approval of Purchaser.

7.4.2. Assignment and Assumption of Leases: A duly-executed and acknowledged Assignment and Assumption of Leases assigning Leases and mobile homes from Seller to Purchaser in the form set forth on Exhibit A.

7.4.3. Closing Statement: The closing statement, prepared by the Title Company, reflecting the financial terms of the transaction contemplated by this Agreement (the “Closing Statement”) executed by Seller.

7.4.4. Further Instruments: Any and all further instruments which Purchaser or the Title Company shall request of Seller in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

7.4.5. At Closing, Purchaser shall deliver to Seller (i) the remainder of the Purchase price, subject to proration and adjustment, as provided herein; (ii) the Closing Statement, executed by Purchaser; and (iii) any and all further instruments which Seller or the Title Company shall request of Purchaser in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

7.5. Closing Costs. The Closing costs of this transaction shall be allocated as follows:

<b>PURCHASER</b>	<b>COST OR EXPENSE</b>	<b>SELLER</b>
	Seller’s attorney’s fees, if any	X
X	Purchaser’s attorney’s fees, if any	
	Premium due for Standard Policy of Title Insurance	X
X	Premium due for Extended Policy of Title Insurance	

INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_      Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
 Seller: \_\_\_\_\_/Date: \_\_\_\_\_

<u>PURCHASER</u>	<u>COST OR EXPENSE</u>	<u>SELLER</u>
X	Survey, if required	
	Real Estate Excise Tax	X
	Recording fees to clear / un-encumber title	X
X	Recording fees for deed	
½	Title Company closing or escrow charges	½

7.6. Post-Closing Adjustments, Collections And Payments: After Closing, Purchaser and Seller shall reconcile the actual amount of the revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Purchaser after Closing which relate to the services rendered or goods delivered to the Seller or Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Purchaser's option, Purchaser may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of twelve percent (12%) per annum beginning fifteen (15) days from the date of Purchaser's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if Tenants pay certain expenses based upon estimates subject to a post-closing reconciliation to the actual amount of fees and expenses, then Purchaser shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each Tenant after Closing shall be applied first to rentals due most recently from such Tenant for the period after Closing, and the balance shall be applied for the benefits of Seller for delinquent rentals owed for a period prior to Closing. The amounts applied for the benefit of Seller shall be turned over by Purchaser to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents, but shall have no right to evict Tenants after Closing.

8. Form of Conveyance: Title shall be conveyed by Statutory Warranty Deed free of encumbrances or defects except those otherwise noted herein. The Statutory Warranty Deed shall be prepared by Jeff Slothower, Attorney at Law.

9. Possession: Seller shall deliver possession of the Property to Purchaser at Closing.

10. Seller's Representations, Warranties and Covenants:

10.1. Seller represents and warrants to Purchaser on the Effective Date and on the Closing Date that:

10.1.1. there is no litigation pending or threatened against Seller or the Property that will be binding on the Purchaser or might detrimentally affect the use or operation of the Property or the value of the Property or adversely affect the ability of Seller to perform its obligations under this Agreement;

10.1.2. Seller has granted no other person any right or option to acquire the Property, or any portion of the Property and, no other person has any right or option to acquire the Property, or any portion of the Property;

10.1.3. Neither the execution of this Agreement nor the consummation by Seller of the transactions contemplated by this Agreement will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default, or result in a termination of, any agreement or instrument to which Seller is a party; (ii) violate any restriction to which Seller is subject; or (iii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, judgment, rule, decree or order.

INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_      Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
 Seller: \_\_\_\_\_/Date: \_\_\_\_\_

10.2. The persons who have executed this Agreement have been duly authorized to do so by Seller. All documents delivered at Closing will be executed by a duly authorized person. Seller has a good and legal right to enter into this Agreement and to perform all covenants of Seller contained in this Agreement in accordance with its terms.

10.3. None of the representations or warranties made by Seller contains any untrue statements of material fact or omit a material fact necessary in order to make the statements not misleading.

10.4. Except for the representations and warranties specifically included in this Agreement: (i) Seller makes no representations and warranties of any kind regarding the Property or the condition of the property or the improvements on the Property, if any; (ii) Seller hereby disclaims, and Purchaser hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with the laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness of a particular purpose, tenantability, habitability and use; (iii) Purchaser takes the Property "AS IS in its present condition and subject to all defects, known and unknown;" (iv) Seller makes no representation as to the location of the boundaries of the Property, the acreage contained in the Property and/or whether the fences and other improvements on the Property are located on the legally described Property; and (v) Purchaser takes the Property subject to and together with any and all Existing Known Contamination and/or unknown environmental contamination or Hazardous Substances on, under or in the Property. The provisions of this section shall in all events survive (i) any termination or expiration of this Agreement; and (ii) the closing of the transactions contemplated hereby (including delivery of the deed), and be fully enforceable thereafter in accordance with its terms.

**Initials of: Seller: \_\_\_\_\_/\_\_\_\_\_ Purchaser: \_\_\_\_\_**

**11. Purchaser's Representations and Warranties.**

11.1. The persons who have executed this Agreement have been duly authorized to do so by Purchaser. All documents delivered at Closing will be executed by a duly authorized person. Purchaser has a good and legal right to enter into this Agreement and to perform all covenants of Purchaser contained in this Agreement in accordance with its terms.

11.2. Purchaser is duly organized, validly existing, and in good standing under the laws of the state of its formation. Purchaser has the full power and authority to execute, deliver and perform its obligations under this Agreement.

11.3. None of the representations or warranties made by Purchaser contain any untrue statements of material fact or omit a material fact necessary in order to make the statements not misleading. All representations and warranties of Purchaser shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

**12. Condition of Property:**

12.1. "AS-IS" Sale. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT AND WITHOUT LIMITING THE WARRANTIES CONTAINED IN THE DEED DELIVERED AT CLOSING, PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION "WITH ALL FAULTS" KNOWN AND UNKNOWN, AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY NATURE WHATSOEVER FROM OR ON BEHALF OF SELLER, INCLUDING WITHOUT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE. PURCHASER

INITIALS:

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Seller: \_\_\_\_\_/Date: \_\_\_\_\_

HEREBY WAIVES ANY AND ALL CLAIMS WHICH THE PURCHASER HAS OR MAY HAVE AGAINST THE SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE DEED DELIVERED AT CLOSING. WAIVER OF THE INSPECTION PERIOD CONTINGENCY SHALL, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT AND WITHOUT LIMITING THE WARRANTIES CONTAINED IN THE DEED DELIVERED AT CLOSING CONSTITUTE PURCHASER'S ACKNOWLEDGMENT TO SELLER THAT PURCHASER HAS FULLY INSPECTED THE PROPERTY AND PURCHASER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION. SELLER AND PURCHASER ACKNOWLEDGE THAT THIS DISCLAIMER HAS BEEN SPECIFICALLY NEGOTIATED.

12.2. Purchaser acknowledges that (1) Purchaser has had and/or will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigation as Purchaser deems necessary, desirable or appropriate with respect to the Property, and (2) except as otherwise expressly set forth in this Agreement or in the Deed delivered at Closing, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Purchaser, or to anyone acting for or on behalf of Purchaser, concerning the Property or the condition, use or development thereof. Purchaser represents that, in entering into this Agreement, Purchaser has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, and that Purchaser shall purchase the Property based upon Purchaser's own prior investigation and examination of the Property. If Purchaser elects not to inspect the Property or to terminate this Agreement on or before the Contingency Date, such election will be made at Purchaser's sole discretion, in reliance solely upon the tests, analyses, inspections and investigations that Purchaser makes, or had the right to make and opted not, or otherwise failed, to make, and not in reliance upon any alleged representation made by or on behalf of Seller, except as set forth in this Agreement.

12.3. Hazardous Materials Waiver and Release: Purchaser, on behalf of itself, its successors and assigns, hereby releases the Seller and its officers, directors, members, employees, partners, affiliates, successors and assigns (the "Releasees") from and against any and all claims, demands, causes of action, suits, sums paid in settlement of any of the foregoing, judgments, losses, damages, injuries, liabilities, penalties, enforcement actions, fines, taxes, liens, encumbrances, costs or expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") known or unknown, arising out of, related in any way to the presence, misuse, use, disposal, release or threatened re lease of any Hazardous Materials at the Property and any liability or Claim related to the Property arising under Environmental Laws. Purchaser acknowledges that unknown and unsuspected Hazardous Materials may hereafter be discovered on or about the Property, and Purchaser knowingly releases Seller from any and all liability related thereto.

12.4. The provisions of this Section 13 shall survive any Closing or termination of this Agreement and shall not be merged into the Deed delivered at Closing.

13. Residential Property: The Seller shall provide Purchaser with a completed *Real Property Transfer Disclosure Statement* within 5 days of mutual acceptance of this Agreement. Purchaser shall then have 3 days from the receipt thereof to rescind this offer to purchase by delivering a separate, signed, written statement of rescission to the Seller by 5:00 p.m. of the third business day following receipt of said disclosure statement. If the Purchaser chooses to close despite the disclosure statement, then the Purchaser is considered to have approved and accepted the disclosure statement.

14. Acceptance: This offer to purchase is made subject to its acceptance by Seller on or before twelve o'clock midnight of \_\_\_\_\_, 2016. If Seller does not accept this Agreement within the time specified, the earnest money shall be refunded to Purchaser on demand.

INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_      Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
Seller: \_\_\_\_\_/Date: \_\_\_\_\_

15. Attorney Fees: If either party to this Agreement is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs of suit, including, but not limited to filing fees, service fees, deposition costs and any expert witness costs regardless of whether at trial, on appeal, in any bankruptcy proceeding, arbitration matter, with or without resort to suit.

16. Governing Law and Venue: This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington. Venue of any lawsuit arising out of this Agreement shall be in Kittitas County, Washington.

17. Notices: Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the date after transmission) to the parties' addresses set forth herein. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt of three (3) days after deposit thereof in the U. S. mail.

18. Time of Performance: Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

19. Section Headings: The word or words appearing at the commencement of sections and subsections of this Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections.

20. Invalidity: In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.

21. Legal Relationships: The parties to this Agreement execute the same solely as a seller and a purchaser. No partnership, joint venture or joint undertaking shall be construed from these presents and except as herein specifically provided neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement. Any married person executing this Agreement hereby pledges his or her separate property and such person's and his or her spouse's marital communities in satisfaction hereof.

22. Assignment; Successors: Neither the Purchaser nor the Seller may sell, transfer, assign, pledge or encumber its interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. A purported sale, transfer, assignment, pledge or encumbrance shall be null and void and of no force or effect. Subject to the restrictions contained herein, the rights and obligations of the Seller and Purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successor-in-trust, and assigns.

INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_ Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
Seller: \_\_\_\_\_/Date: \_\_\_\_\_



23. Entire Agreement: All understandings and agreements, written and verbal, previously existing between the parties, if any, are merged into this Agreement which alone fully and completely expresses agreement of the parties, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may be modified only by a written amendment executed by all parties.

24. Interpretation: This Agreement has been reviewed by both parties and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

25. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement.

26. Amendment: This Agreement may not be modified or amended except by the written agreement of the parties.

IN WITNESS WHEREOF the parties have signed and delivered this Agreement as of the day and year first above written.

**SELLER:**

**PURCHASER:**

KITTITAS COUNTY, a political subdivision of  
The State of Washington:

\_\_\_\_\_  
JEROLD D. BARTON

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
DIANE M. BARTON

Date: \_\_\_\_\_, 2016

Date: \_\_\_\_\_, 2016

**ADDRESS:**

1501 W. Dolarway Road  
Ellensburg, WA 98926

**ADDRESS:**

\_\_\_\_\_  
Ellensburg, WA 98926

**PHONE NUMBERS:**

Diane Cell: (509) 607-1250

**PHONE NUMBER:**

\_\_\_\_\_

INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_      Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
Seller: \_\_\_\_\_/Date: \_\_\_\_\_

**Exhibit A**  
**Assignment and Assumption of Leases and Mobile Homes**

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (herein "Assignment") is made and entered hereto as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and among JEROLD D. BARTON and DIANE M. BARTON, husband and wife (herein "Assignor") and KITTITAS COUNTY, a political subdivision of the State of Washington (herein "Assignee").

WITNESSETH:

A. WHEREAS, Assignor owns and operates a mobile home park and Assignor owns certain mobile homes and leases space to third parties for placement of mobile homes; and

B. WHEREAS, Assignor is selling to Assignee the real property described as follows:

Lots 4-16, Block 78, SHOUDY'S SECOND ADDITION TO ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 11, records of said Assignee, together with portions of vacated 9<sup>th</sup> Street;

Lots 1,2,3,4,5,6,7,8, Block 81, SHOUDY'S SECOND ADDITION TO ELLENSBURG, as per plat thereof recorded in Book 1 of Plats, page 11, records of said Assignee, together with portions of vacated Willow Street.

C. WHEREAS, Assignor and Assignee have agreed as part of the transaction that the Leases and any and all of Assignor's right, title and interest thereunder shall be assigned to Assignee subject to the terms and conditions set forth hereinbelow; and

D. WHEREAS, Assignor and Assignee agree that Assignor will assign its interest in all mobile homes on the property to Assignee and all Leases to the Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions herein contained, the parties covenant and agree as follows:

1. Assignor hereby assigns, sells, transfers and sets over to Assignee any and all of Assignor's rights, title and interest in the Leases identified on **Exhibit 1** attached hereto and incorporated herein by reference, together with the tenements, hereditaments, appurtenances and easements thereto belonging; such assignment being at the same rental and upon all the other terms and conditions as contained in the Lease.

2. Assignor hereby assigns its interest in the mobile homes identified on **Exhibit 2** attached hereto and incorporated herein by reference to Assignee.

3. Assignee hereby accepts the assignment of the right, title and interest assigned pursuant to this Assignment. Assignee agrees to and hereby assumes all of the terms, conditions, duties and responsibilities of Assignor under the Leases.

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Jeff Slothower  
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Direct Fax No. (509) 343-3206  
Tel (509) 925-6916

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INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_      Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
Seller: \_\_\_\_\_/Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written and shall be deemed effective \_\_\_\_\_, 2015.

ASSIGNEE:

ASSIGNOR:

\_\_\_\_\_  
JEROLD D. BARTON

KITTITAS COUNTY, a political subdivision of  
The State of Washington

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
DIANE M. BARTON

STATE OF WASHINGTON )  
                                  ) ss.  
County of Kittitas        )

I certify that I know or have satisfactory evidence that JEROLD D. BARTON and DIANE M. BARTON are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
My appt. expires: \_\_\_\_\_

STATE OF WASHINGTON )  
                                  ) ss.  
County of Kittitas        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ (name) is the individual who appeared before me, and said individual acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of KITTITAS COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
My appt. expires: \_\_\_\_\_

J:\FVS\Othowen\Barton, Jerol\Sale of Mobile Home Park\Exhibit A - Assignment and Assumption of Leases.doc

INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_

Seller: \_\_\_\_\_/Date: \_\_\_\_\_

Seller: \_\_\_\_\_/Date: \_\_\_\_\_

**Exhibit 1**  
**Leases**

**\*TO BE INSERTED\***

EXHIBIT A

*Assignment and Assumption of Leases*  
*Page 3 of 4*

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INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_      Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
Seller: \_\_\_\_\_/Date: \_\_\_\_\_

**Exhibit 2**  
**Mobile Homes**

**\*TO BE INSERTED\***

EXHIBIT A

*Assignment and Assumption of Leases*  
*Page 4 of 4*

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INITIALS:

Purchaser: \_\_\_\_\_/Date: \_\_\_\_\_      Seller: \_\_\_\_\_/Date: \_\_\_\_\_  
Seller: \_\_\_\_\_/Date: \_\_\_\_\_