

PURCHASE AND SALE AGREEMENT

Wenatchee, Washington

_____, 2018

1. Seller. Seller is Scott Wharton and Gigi Baker, sole heirs and devisees of Judson B. Wharton and Betty Wharton, husband and wife, deceased.

2. Purchaser. Purchaser is Wenatchee School District No. 246.

3. Agreement/Property. The Seller agrees to sell and the Purchaser agrees to purchase the following described personal property located at 1115 Red Apple Road, Wenatchee, Washington:

A 2,000 sq. ft. (approximately) three vehicle bay metal garage/shed, together with all utilities, doors, windows and other hardware.

The Seller and Purchaser acknowledge that the garage/shed is severable from the real estate and is to be considered personal property for purposes of this sale.

4. Purchase Price. The total purchase price is Ten Thousand Dollars (\$10,000.00).

5. Payment of Purchase Price. The purchase price shall be paid as follows:

At closing, Purchaser shall pay Seller in cash the entire purchase price.

6. Earnest Money. No earnest money has been paid.

7. Condition of Title. Title is to be free of all encumbrances or defects except: None.

8. UCC Title Search. Seller authorizes closing agent, at Purchaser's expense, to conduct a UCC title search.

9. Conveyance. Seller shall convey title to the property to Purchaser by Bill of Sale free of encumbrances and defects.

10. Closing Agent. This sale shall be closed at the office of Central Washington Title Services, Inc. ("closing agent").

11. Time for Closing - Responsibilities of Parties. This sale shall be closed not later than September 15, 2018.

12. Definition of Closing. "Closing" means the date on which all documents are signed and the sale proceeds are available for disbursement to Seller.
13. Proration. Taxes for the current year shall be prorated as of the date of closing.
14. Closing Costs.
- a. Seller. Seller shall pay the following escrow and closing costs: One-half escrow closing fee.
- b. Purchaser. Purchaser shall pay the following escrow and closing costs: One-half escrow closing fee, fee for preparation of Bill of Sale and Consumer Use Tax Return, and use tax on personal property.
15. Possession. Seller shall deliver possession to Purchaser on closing.
16. Condition of Property. Purchaser acknowledges it has inspected the property. Purchaser accepts the property "AS IS" in its current condition and acknowledges that it is not relying upon any representation or warranty concerning the condition of the property made by Seller or Seller's agents, employees or representatives.
17. Risk of Loss. If prior to closing, the personal property described herein shall be destroyed or materially damaged by fire or other casualty, this Agreement at option of Purchaser shall become null and void. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.
18. Merger. There are no other verbal or other agreements which modify or affect this Agreement.
19. Modification/Waivers. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.
20. Time. Time is of the essence of this Agreement.
21. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER: Wenatchee School District No. 246
 Attn: Brian Fiones, Superintendent
 P.O. Box 1767
 Wenatchee, WA 98807-1767

TO SELLER: Scott Wharton
4030 Moody Place
Wenatchee, WA 98801

Gigi Baker
3316 Beaumont Center
Lexington, KY 40513

WITH COPY TO PURCHASER'S ATTORNEY: Steve D. Smith
Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, Washington 98801

22. Waiver. No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or be construed so as to at any future time estop such party from exercising its rights or remedies.

23. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.

24. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the parties.

25. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the parties shall bear their own attorney's fees and costs.

26. Representation. Steve D. Smith of Davis, Arneil Law Firm, LLP, represents Purchaser. Seller understands that Steve D. Smith does not represent Seller. Seller is encouraged to have all documents reviewed by their own lawyer or other counsel prior to signing.

27. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

28. Survival. All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and

warranties, attorney's fees and costs, and Seller's obligation to remove the modular home at 1115 Red Apple Road as set forth in section 30 below.

29. Brokers and Finders. Neither party has had any contact or dealings regarding the property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cost of the purchase and sale contemplated by this agreement. If any broker or finder perfects a claim for a commission or finder's fee based upon any contract, dealings, or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend, and hold harmless the other party from and against any liability, cost or damages (including attorney's fees and costs, arising out of that claim).

30. Other. Seller shall remove the modular home located at 1115 Red Apple Road, Wenatchee, Washington, not later than April 30, 2019.

DATED this ____ day of _____, 2018.

PURCHASER:
WENATCHEE SCHOOL DISTRICT NO. 246

BRIAN FLONES, Superintendent

On this ____ day of _____, 2018, I hereby approve and accept the offer set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller.

SELLER:

SCOTT WHARTON

GIGI BAKER