

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made this ____ day of _____, 2022 (the "Effective Date"), by and between _____ ("Buyer"), and **City of Yakima**, a Washington municipal corporation ("Seller").

1. Purchase and Sale. Upon the terms and conditions set forth herein, Buyer agrees to buy from Seller, and Seller agrees to sell to Buyer, the real property in Yakima, Yakima County, Washington (the "Property") described as follows:

Lot 1, Block 2, GOLDENVIEW ADDITION TO NORTH YAKIMA, Washington, according to the official plat thereof recorded in Volume "D" of Plats, Page 29, record of Yakima County, Washington.

Situated in Yakima County, State of Washington
Commonly known as 501 South 12th Street, Yakima, Washington, 98901

2. Price. The purchase price for the Property shall be _____ (**\$XXXXX.00**), payable in full in cash at Closing (the "Purchase Price"). Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement, and is not relying on any contingent source of funds, including funds from loans or grants, the sale of other property, gifts, or future earnings, except to the extent otherwise specified in this Agreement.

3. Earnest Money. Buyer shall provide Four Thousand Dollars (\$4,000.00) in Earnest Money to be held by Closing Agent. If the escrow closes, all Earnest Money shall be credited against the Purchase Price. In the event of default, forfeiture of the Earnest Money will be the remedy. In the event this Agreement is cancelled, the Earnest Money shall be transferred to the party entitled to the Earnest Money under this Agreement. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to the Closing Agent. The parties instruct the Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties at the addresses and/or email addresses provided herein.

4. Closing Agent. The Closing Agent will be Fidelity Title Company ("Closing Agent", "Escrow Agent" and/or "Title Company").

5. Title.

a. Review of Title. Within ten (10) business days of the Effective Date, Seller will provide Buyer with a preliminary commitment for title insurance for the Property, together with complete and legible copies of all exceptions and encumbrances noted thereon (the "Preliminary Commitment"). Buyer shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters (the "Exceptions") to which Buyer objects. All Exceptions to which Buyer does not object in writing within the 15-day period shall be deemed accepted by Buyer.

If Buyer objects to any Exceptions within the 15-day period, Seller shall advise Buyer in writing within five (5) days of receipt of Buyer's written objections (a) which Exceptions Buyer will remove at Closing, (b) which Exceptions the title company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (c) which Exceptions will not be removed or insured around.

Within ten (10) days of receipt of Seller's response to Buyer's written objections, and assuming Seller has not agreed to remove all exceptions to which Buyer objects, Buyer shall notify Seller in writing of Buyer's election to either (a) terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, or (b) waive its objections to the Exceptions the title company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Buyer.

Notwithstanding the foregoing, Seller agrees to remove all financial encumbrances and liens at or prior to Closing, and if Seller fails to do so, Buyer may cause any remaining financial encumbrances and liens to be satisfied in full at Closing from the Purchase Price.

b. Title Insurance. Seller shall cause Title Company to deliver to Buyer at Closing an ALTA form of standard form owner's policy of title insurance issued by Fidelity Title Company in the face amount of the purchase price, dated the date of Closing, insuring Buyer's title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Buyer pursuant to Section 3.1 above. The policy of title insurance shall also include the endorsements Title Company agreed to provide in accordance with Section 3.1 above and such other endorsements as Buyer may reasonably request. Seller agrees to provide whatever indemnities or affidavits the Title Company may require to remove from the policy of title insurance the standard preprinted exception for parties in possession and the standard preprinted exception for mechanics liens.

c. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer shall be paid or discharged by Seller on or before Closing.

6. Escrow. Immediately upon execution of this Agreement by both parties, Buyer will deliver a fully executed copy of this Agreement to Escrow Agent. An escrow for this transaction shall be established with Escrow Agent, and Escrow Agent is engaged to administer the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Should Escrow Agent require the execution of additional escrow instructions, Buyer and Seller agree to execute the same; however, such instructions shall be construed as applying only to Escrow Agent's engagement, and if there are conflicts between the terms of this Agreement and the terms of such additional escrow instructions, the terms of this Agreement shall control. Escrow Agent agrees to be bound by the terms of this Agreement as they relate to the duties of the Escrow Agent; however, such Agreement does not constitute Escrow Agent as a party to this Agreement.

7. Contingencies, Obligations, and Sale of Property "As Is"

a. Waiver of Seller Disclosure Statement. Pursuant to RCW 64.06, as amended by Chapter 64, laws of 2010, Buyer hereby waives its right to receive the seller disclosure statement referred to therein with respect to the property. Any seller disclosure information provided is not binding on the Seller but provided as a courtesy. It is the intent of Buyer that any Seller Disclosure Statement provided by Seller will not be relied upon by Buyer, and shall give Buyer no rights with respect to Seller or under this Agreement. This waiver of the right to the disclosure statement or rights held thereunder applies to the Seller Disclosure Statement, if any,

provided to Buyer during this Agreement and applies prospectively to any updated or revised Seller Disclosure Statements that may be provided by Seller to Buyer. These provisions shall survive the Closing.

b. Investigation of Property. Seller shall provide or make available to Buyer for inspection and copying to the extent available or within Seller's possession or control all documents and information pertaining to the Property, including, but not limited to, all studies, surveys, architectural renderings, plans and specification with respect to the Property except documents not available for public disclosure. During the period from the date of execution of this Agreement until the earlier of Closing or cancellation of this Agreement, Seller grants Buyer the non-exclusive right and license for Buyer and Buyer's representatives, agents, and contractors to enter upon the Property for purposes of investigating and inspecting the Property and performing tests, studies and analyses with respect to the Property. However, Buyer may not enter the Property without giving Seller advance written notice of what tests, studies and analyses Buyer intends to have performed and when and where such tests, studies or analyses will be performed. Seller shall have the right to have a representative present for all such activities. In addition to the foregoing, prior to entering the Property, Buyer shall have in effect at all times when Buyer is authorized to come on the Property, commercial general liability insurance in a minimum amount of at least Two Million Dollars (\$2,000,000.00), combined single limit per occurrence, insuring Buyer against claims for personal injury, death, and property damage or destruction, and naming Seller as a primary, non-contributing additional insured. Buyer agrees to indemnify, defend, and hold harmless Seller, its elected and appointed officials, officers, employees, attorneys, agents, and volunteers, from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) which result or arise from Buyer's performance under this Section of this Agreement, and/or out of the negligent acts or omissions of Buyer, its officials, officers, employees, or agents, when entering, inspecting or any actions occurring on the Property pursuant to this Section. If this Agreement is cancelled by either Buyer or Seller, Buyer agrees, at its expense, to promptly repair any damage to the Property as a result of its activities pursuant to this Section. With respect to any inspection or investigation that will require excavations, borings or drilling, or any other invasive activities on the Property, Buyer shall submit to Seller a written plan describing the proposed activities for Seller's written approval. Buyer can only proceed with the plan once approved by Seller. Seller shall have the right to have a representative of Seller observe any testing activities and to request and receive samples of any of the materials collected for analysis by or for Buyer. Buyer shall restore the Property to substantially its condition immediately before the work and promptly after the work is completed, but not later than five (5) business days after any disturbance or damage occurs. In entering upon the Property, Buyer and its representative will not unreasonably interfere with Seller's use of the Property, interfere with the operation or maintenance of the Property, damage any part of the property or any personal property owned or held by any entity, injure or cause bodily harm to Seller or any other person or entity, or permit any liens to attach to the Property by reasons of the exercise of Buyer's rights under this Section.

c. Due Diligence Period. As used herein the Due Diligence Period, or Review Period, means the period ending on the earlier of (i) the date that is thirty (30) days from the execution of this Agreement by both parties; (ii) the date that is five (5) days after Seller's receipt of Buyer's written notice to terminate the Due Diligence Period prior to the end of the 30 day period; or (iii) the closing of the sale.

d. Buyer's Right to Terminate. If the conditions set forth in this section are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right, prior to the expiration of the Due Diligence Period, to terminate its rights and obligations under this Agreement by sending written notice to Seller, and Buyer's Earnest Money shall be returned to it, and Buyer and Seller shall have no further rights or obligations under this Agreement except as otherwise provided in this Agreement.

e. "As Is" Purchase. BUYER AND ITS REPRESENTATIVES, PRIOR TO THE DATE OF CLOSING, WILL HAVE BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH INSPECTIONS OF THE PROPERTY AND MATTERS RELATED THERETO AS BUYER, AND ITS REPRESENTATIVES DESIRE. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY BUYER IN AN "AS IS" CONDITION WITH ALL FAULTS. SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OF THE PROPERTY OR ANY ENVIRONMENTAL INFORMATION REGARDING THE PROPERTY. OTHER THAN AS PROVIDED IN SECTION 15—SELLER'S REPRESENTATIONS AND WARRANTIES, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY; IN PARTICULAR, BUT WITHOUT LIMITATION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE, CONDITION, TITLE, OCCUPATION OR MANAGEMENT OF THE PROPERTY, OR COMPLIANCE WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, REQUIREMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD). BUYER ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT ON THE BASIS OF BUYER'S OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, INCLUDING THE SUBSURFACE CONDITIONS, AND BUYER ASSUMES THE RISK THAT ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION. BUYER ACKNOWLEDGES THAT NOTWITHSTANDING ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS, THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE PURCHASE AND SALE OF THE PROPERTY AND SUPERSEDES ANY SUCH PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS.

f. BUYER, FOR ITSELF, ITS SUCCESSORS, AND ASSIGNS, HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES SELLER AND/OR SELLER'S EMPLOYEES, REPRESENTATIVES, AGENTS, HEIRS AND PREDECESSORS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING WITHOUT LIMITATION ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT; THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT; THE RESOURCE CONSERVATION AND COMPENSATION AND LIABILITY ACT; THE RESOURCE CONSERVATION AND RECOVERY ACT; AND THE MODEL TOXICS CONTROL

ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, OR SELLER'S EMPLOYEES, REPRESENTATIVES, AGENTS, HEIRS OR PREDECESSORS.

g. IT IS THE INTENT OF THE PARTIES THAT AFTER THE DATE OF CLOSING, SELLER AND OTHER RELEASED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO BUYER FOR ANY CONDITIONS OF THE PROPERTY.

h. BUYER AND SELLER AGREE THAT THIS SECTION SHALL SURVIVE CLOSING.

8. Survey. During the Review Period, Buyer may at Buyer's sole option obtain a survey of the Property or update any existing Survey provided by Seller.

9. Closing.

a. Time and Place of Closing. Closing shall occur in the office of Fidelity Title Company on or before [REDACTED]. 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 and Seller shall work together to ensure all instruments and documents necessary to complete the transaction in accordance with this Agreement are drafted and filed.

b. Closing Statement. Prior to Closing, Escrow Agent will prepare separate closing settlement statements for Seller and Buyer, reflecting the various charges, prorations and credits applicable to each party, as provided in this Agreement. Each party shall have the right to review and approve its closing statement to ensure it conforms to this Agreement.

c. Closing Costs. At Closing, closing costs shall be paid as follows:

- 1. Seller's Closing Costs.** Seller shall pay (i) the premium for a standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 3.1 above; and (ii) deed recording fees.
- 2. Buyer's Closing Costs.** Buyer shall pay (i) the additional title premium for extended coverage and the costs of any title insurance endorsements required by Buyer (other than the costs of the title insurance endorsements to be provided by Seller pursuant to subparagraph (a) above); (ii) any costs, taxes, or fees associated with taxation of property removed from the status of being owned by the City; and (iii) any other fees associated with the transfer that are not paid by Seller.
- 3. Prorations.** Any utility fees, costs or obligations, including, but not limited to wastewater, water, stormwater or other fees associated with any utilities, shall be prorated as of Closing.

d. Deliveries at Closing.

- 4. Seller's Delivery.** At Closing, Seller shall deliver the following:

- i. Statutory Warranty Deed, conveying title to the Land to Buyer, subject to no encumbrances, claims and defects other than the Exceptions deemed approved by Buyer pursuant to Section 5 of this Agreement.
- ii. FIRPTA Affidavit.
- iii. Such other documents that may be necessary or appropriate to transfer and convey all of the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

5. Buyer's Delivery. At Closing, Buyer shall deliver the following:

- i. Cash in the amount of the Purchase Price plus Buyer's Closing Costs.
- ii. Such other documents that may be necessary or appropriate to transfer and convey all of the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

10. Possession. Possession of the Property shall be delivered to Buyer upon the Closing.

11. Risk of Loss. Seller shall deliver the Property to Buyer at Closing in substantially the same condition existing as of the date hereof. Buyer agrees to take the Property "as is."

12. Condemnation. If the Property or any part thereof is or becomes the subject of a condemnation proceeding prior to Closing, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller, and upon such termination the Earnest Money shall be refunded to Buyer; provided, however, that Buyer may elect to purchase the Property (or such portions thereof as have not been taken in the condemnation proceeding), in which case the total purchase price shall be reduced by the total of any condemnation award received by Seller at or prior to Closing. On Closing, Seller shall assign to Buyer all Seller's rights in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of eminent domain proceedings immediately after Seller learns thereof.

13. Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, the Buyer is in default and the Earnest Money shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

14. Representations and Warranties of Seller. Seller represents and warrants to Buyer only as follows:

a. Seller. Seller is a municipal corporation under the laws of the State of Washington, and has full power and authority to enter into and to perform its obligations under this Agreement. Subject to the approval of this Agreement by the Yakima City Council, the persons executing this Agreement on behalf of the Seller have full power and authority to do so and to perform every act

and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

b. Enforceability of Agreement. Subject to the approval of this Agreement by the Yakima City Council, this Agreement and each of the documents and agreements to be delivered by Seller at Closing, constitute legal, valid and binding obligations of Seller.

c. Title. As of the date of Closing, Seller shall have good, marketable, indefeasible title to the Property (including, without limitation, the Land and Improvements) free and clear of all liens, claims and encumbrances except for Exceptions deemed accepted by Buyer pursuant to Section 5 above. Seller has no knowledge of any condemnation or eminent domain proceedings now pending or anticipated with respect to the Land. There are no parties in possession of any portion of the Property as lessees, tenants-at-sufferance, invitees or purported purchasers that have not been specifically disclosed in writing to Buyer.

d. Litigation. There is no claim, litigation, proceeding or governmental investigation pending, or, so far as known to Seller, threatened against or relating to Seller, Seller's properties or business, the Property, or the transactions contemplated by this Agreement, or any dispute arising out of any contract or commitment entered into regarding the Property, nor is there any basis known to Seller for any such action or claim.

e. No Defaults. Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of the terms hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument which affects the Property or to which the Property is subject or any applicable laws or regulations of any governmental body having jurisdiction over the Property. To Seller's knowledge there are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Agreement.

f. Additional Encumbrances. Other than those listed in the Title Report, to Seller's knowledge there are no special or general assessments levied or are threatened against any part of the Property; the Property is not subject to any special tax classification that would trigger any compensating tax if Buyer does not continue the special tax classification (such as forestry, agriculture or open space); and there are no leases, tenancies, rights of parties in possession, options, rights of first refusal, occupancy agreements, licenses, or other rights or agreements by which third parties have an interest in or right to use the property.

g. Hazardous Substances. Seller makes no representations or warranties concerning hazardous substances. Buyer purchases the property "as is."

h. Buyer Expressly Waives Receipt of Seller's Disclosure Statement pursuant to RCW 64.06.005(7). Buyer, pursuant to RCW 64.06.005 hereby expressly waives receipt of the Seller's Disclosures required under RCW 64.06.015, purchases and takes the property "as is, where is."

Except for the representations and warranties set forth above and in the conveyance documents to be delivered at Closing, the Property is being sold to Buyer "as is, where is," without representation and warranty. Buyer acknowledges that Buyer will have the opportunity to inspect the Property and determine the physical condition thereof, and that Seller has made no representations and warranties with respect thereto.

15. Representations and Warranties of Buyer.

a. Buyer. Buyer is _____.
The person executing this Agreement on behalf of Buyer has full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement. All entity action on the part of Buyer which is required for the execution, delivery and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at Closing have been duly and effectively taken.

b. Enforceability of Agreement. This Agreement and each of the documents and agreements to be delivered by Buyer at Closing, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

c. Neither the execution of this Agreement nor the performance by Buyer of its obligations under this Agreement will result in any breach or violation of (A) the Buyer's actual knowledge, the terms of any law, rule, ordinance, or regulation or of (B) any decree, judgment or order to which Buyer or any board member or employee of Buyer is a party know in effect from any court or government body. There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Buyer in order to carry out the transactions contemplated by this Agreement. The execution and delivery of this Agreement and performance by Buyer of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under Buyer's organizational documents or any indenture, mortgage, lease, agreement, or other instrument to which Buyer is a party or by which Buyer or any of its assets may be bound.

16. Liabilities and Assumption of Obligations. Except as expressly provided herein, Buyer shall not assume or take subject to any liabilities or obligations of the Property or Seller existing or accrued as of the date of Closing, and Seller shall pay the same as they mature and shall hold Buyer harmless with respect to all such liabilities and obligations. Liabilities and obligations of the Property accruing after the date of Closing shall be the responsibility of Buyer. Each party agrees to indemnify, defend and hold the other party harmless with respect to the liability and responsibility of such party in accordance with this Section.

17. Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party. Each of the parties to this Agreement acknowledges that such party has had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party to this Agreement based upon authorship or any other factor but shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Agreement.

18. Brokers and Finders. Seller and Buyer each warrant that they have not dealt with any broker in connection with this transaction. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or a broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold harmless the

other party for, from and against any and all claims in connection with such claim or any action or proceeding brought on such claim.

19. Governing Law. This Agreement shall be construed according to the laws of the state of Washington.

20. Waiver. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

21. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, (c) electronically transmitted with confirmation sent by another method specified in this Section 16 or (d) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

SELLER:

Robert Harrison, City Manager
City of Yakima
129 N 2nd Street
Yakima, WA 98901
Email: bob.harrison@yakimawa.gov

BUYER:

Either party hereto may by proper notice made by the other party designate such other address for giving of notices. All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal), or transmitted by electronic mail transmission, or on the third business day following the date such notice is mailed in accordance with this Section 18; provided, however, that the time period in which a response to any such notice, demand, or request must be given shall commence on the date of receipt thereof. Notices on behalf of the respective parties may be given by their attorneys and such notices shall have the same effect as if in fact subscribed by the party on whose behalf it is given.

22. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, which may be withheld for any reason or no reason at all.

23. Time is of the Essence. Time is of the essence of this Agreement and of all terms and provisions hereof.

24. Binding Effect. Except as limited by provisions herein, the provisions of this Agreement are binding upon and shall insure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

25. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior agreements between them respecting the subject matter hereof. 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.

26. Further Assurances and Documentation. As and to the extent otherwise contemplated by this Agreement, each party to this Agreement agrees that it will at any time and from time to time after the date hereof, at its sole cost and expense, immediately following the reasonable request of the other party, promptly execute, acknowledge (if necessary) and deliver or cause to be properly executed, acknowledged (if necessary) and delivered, such agreements, certificates, statements, instruments and documents and promptly take, or promptly cause to be taken, such other and further steps and actions, as may be required by law or as reasonably shall be deemed necessary by the other party in order to more fully effect, evidence or carry out the intent and purposes of this Agreement.

27. Survival. The following obligations of the parties will survive the Closing or cancellation of this Agreement, whether contained in this Agreement or in any agreement, instrument, or other document given by a party in connection with the transactions contemplated by this Agreement: (a) any and all obligations of the parties that are to be performed following the closing; (b) all indemnity obligations of the parties; and (c) any other obligation with respect to which it is expressly provided that it will survive the Closing or cancellation of this Agreement.

28. Severability. If any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.

29. Counterparts. This Agreement may be executed in several counterparts, which shall be treated as originals for all purposes, and all counterparts so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the person who executed it.

DATED the day and year first above written.

BUYER:

By _____

SELLER:

City of Yakima,
a Washington Municipal Corporation

By _____

Robert Harrison
Its: City Manager