

AGENDA

Port of Kennewick
Regular Commission Business Meeting
Port of Kennewick Commission Chambers
350 Clover Island Drive, Suite 200, Kennewick, Washington

Tuesday, February 10, 2015
2:00 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT *(Please state your name and address for the public record)*

IV. CONSENT AGENDA

- A. Approval of Direct Deposit and ePayments Dated February 5, 2015
- B. Approval of Warrant Registers Dated February 11, 2015
- C. Approval of Regular Commission Meeting Minutes January 27, 2015
- D. City of West Richland Annexation Petition Request; Resolution 2015-05

V. PRESENTATION

- A. Friends of Badger Mountain Trail Network Activities, Sharon Grant & Bob Bass (**TIM**)
- B. Napa and Sacramento Travel Report (**TOM/AMBER**)
- C. Vista Field Draft Master Plan, Michael Mehaffy (**LARRY**)

VI. RECESS

VII. OLD BUSINESS

- A. Vista Vision Task Force; Resolution 2015-04 (**TIM**)
- B. Vista Field Land Exchange & Land Sale (Singleton); Resolution 2015-06
(**LARRY/LUCINDA**)

VIII. NEW BUSINESS

- A. Port of Kennewick 100th Anniversary Celebration April 14, 2015 (**BRIDGETTE**)

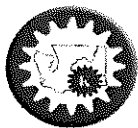
IX. REPORTS, COMMENTS AND DISCUSSION ITEMS

- A. Commissioner Meetings (formal and informal meetings with groups or individuals)
- B. Non-Scheduled Items

X. PUBLIC COMMENT *(Please state your name and address for the public record)*

XI. ADJOURNMENT

PLEASE SILENCE CELL PHONES



REGULAR COMMISSION MEETING

PORT OF KENNEWICK

DRAFT

JANUARY 27, 2015 MINUTES

CALL TO ORDER

Commission President Don Barnes called the Regular Commission meeting to order at 2:00 p.m. in the Port of Kennewick Commission Chambers located at 350 Clover Island Drive, Suite 200, Kennewick, Washington 99336.

The following were present:

Board Members: Don Barnes, President
Skip Novakovich, Vice-President
Thomas Moak, Secretary (Excused Absence by consensus January 13, 2015)

Staff Members: Tim Arntzen, Executive Director
Tammy Fine, Director of Finance/Auditor
Larry Peterson, Director of Planning and Development
Bridgette Scott, Executive Assistant
Lisa Schumacher, Special Projects Coordinator
Lucinda Luke, Port Counsel

PLEDGE OF ALLEGIANCE

Mr. Barnes led the Pledge of Allegiance.

Mr. Barnes stated for the record, Commissioner Moak is attending the 2015 Unified Wine and Grape Symposium (Wine Expo) in Sacramento, California, on behalf of the Port of Kennewick, with Ms. Bader Inglima and Ms. Hanchette.

PUBLIC COMMENT

No comments were made.

CONSENT AGENDA

The consent agenda consisted of the following:

- A. Approval of Direct Deposit and E-Payments Dated January 20, 2015*
Direct Deposit totaling \$55,915.74
- B. Approval of Warrant Registers Dated January 27, 2015*
Expense Fund Voucher Numbers 36517 through 36549 for a grand total of \$45,640.18
- C. Approval of Regular Commission Meeting Minutes dated January 13, 2015*

MOTION: *Commissioner Novakovich moved for approval of the Consent Agenda, as presented; Commissioner Barnes seconded. With no further discussion, All in favor 2:0. Motion carried unanimously.*

NEW BUSINESS

- A. City of West Richland Letter of Support - Washington State Department of Commerce Industrial Land Grant*



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Mr. Peterson reported the City of West Richland is putting together a request for funds for Senator Brown's office, for the allocation of development and infrastructure at the racetrack property. The 2015-2016 Work Plan identifies addressing the entitlement issues on the property, to clear the way for future development; however, there are no Port funds allocated to construction. West Richland is currently constructing their wine effluent treatment facility, slated for completion in 2016 and believes there is an opportunity for state funding. West Richland is requesting \$3,300,000 for road infrastructure, design, and extension of utilities to the racetrack property.

Mr. Barnes stated this is an item under consideration for action, and asked for public comment.

PUBLIC COMMENT

No comments were made.

MOTION: Commissioner Novakovich moved for approval to send letter of support for the City West Richland, for the Washington State Department of Commerce Industrial Land Grant; Commissioner Barnes seconded.

Discussion:

Mr. Novakovich asked Mr. Peterson to clarify the meaning of "anticipated potential right of way donation through West Richland Industrial area from the Port of Kennewick."

Mr. Peterson stated West Richland's proposal includes the pursuit of funds for the infrastructure, and as the development partner, the Port would dedicate the land for the roads.

Mr. Novakovich stated the project must equal the total funding of \$2,800,000, however, the document lacks a funding amount.

Mr. Peterson stated he will contact West Richland and bring it to their attention.

Mr. Novakovich stated he is pleased the City of West Richland is taking the initiative to raise funds to improve the racetrack property. Mr. Barnes and Mr. Novakovich are in favor of sending the letter of support.

With no further discussion, All in favor 2:0. Motion carried unanimously.

REPORTS COMMENTS AND DISCUSSION ITEMS

A. Vista Field Update

1. Position on Performing Arts Center

Mr. Arntzen stated a Performing Arts Center is an issue that has gained momentum and public support since the November Charrette. The port has been asked to comment on the Performing Arts Center; however, the Commission has stated the need for more information. Mr. Arntzen stated the *Tri-City Herald* has run several articles on the community's desire for a



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Performing Arts Center and believes the issue is very important to the community and will continue to be so, until there is a conclusion.

Mr. Arntzen indicated that the City of Richland may have a potential site under consideration and the Kennewick Public Facilities District is considering another bond measure in 2016 to expand the Three Rivers Convention Center, so the Port may not have the only opportunity to create a Performing Arts Center. DPZ envisioned a phase one Performing Arts Center, which would be crafted from the former airport hangars and would be seen as the catalyst for the development at Vista Field. Mr. Arntzen stated he has had many conversations with Mr. Chuck Eaton, a member of the Arts Center Task Force, regarding the Performing Arts Center issue and believes it is multi-faceted and will take time to develop.

Mr. Barnes stated a Performing Arts Center has been an issue for over twenty years and it is a desire and need for our community. During the pattern language process and Charrette sessions, the community reiterated the need for a Performing Arts Center and DPZ created a vision. Mr. Barnes stated the issue is the gap between the idea and finding a way to bring it to reality. Mr. Barnes understands the community's desire for a Performing Arts Center and believes we should evaluate and analyze all the factors, such as legal authority, budget and constraints. Mr. Barnes stated this is an important issue and believes Mr. Moak needs to be present for further discussions regarding the Performing Arts Center.

Mr. Novakovich believes there are some obstacles in the way, such as connectivity to Vista Field, which need to be addressed first. Personally, Mr. Novakovich would like to pursue a Performing Arts Center and believes the port could find a partner who could fund the construction and maintain the facility. He stated this would be an economical start and feasible, if legal ramifications could be overcome, he would like to see the port pursue the project.

Mr. Barnes would like to see the port move forward as well, however, the Port's 2015-2016 Work Plan and Budget does not address a Performing Arts Center. The redevelopment of Vista Field is a massive undertaking for an entity of our size and we have to be diligent about not overcommitting port resources. This is a magnificent opportunity for our community and resources would determine what role the port could play. Mr. Barnes stated, if the port can help, and it is feasible, he would like to pursue it further.

Mr. Arntzen stated it is a complicated issue because there are other jurisdictions that have interest in pursuing a Performing Arts Center as well.

Mr. Novakovich asked Mr. Peterson to clarify if the building designed by DPZ is an indoor/outdoor facility.

Mr. Peterson stated the DPZ concept, which was presented at the Charrette, has an indoor and outdoor space, which is constructed of port hangars and shipping containers. The facility would be phase one and an interim step for the community, which would seat 300 indoors until a permanent phase two facility is constructed.



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Mr. Arntzen summarized that the port could not legally or financially support operations of a Performing Arts Center, nor does the port have the capital to build facility a Performing Arts Center. However, the port may be able to surplus the three hangars at Vista Field, which could be utilized instead of sold for scrap value. It has been determined that the hangars have limited value to the port, but could be of value for another civic group. The port would also need to research whether the port has the ability to enter into a long term lease or sell a piece of property at Vista Field. With the help of private investments, a Performing Arts Center may come to fruition.

Mr. Novakovich agreed that the port has the land and the buildings, and he would like to pursue the opportunity if there is a way to use these resources to benefit a Performing Arts Center, although another entity would need to build and manage the facility.

Mr. Barnes stated the port needs to communicate accurately that the port does not have the resources available to build a Performing Arts Center, however, we need analyze what the port has the ability to do. Mr. Barnes believes this is an excellent start to the discussion, and agrees with Mr. Arntzen that the port is unable to construct or manage a Performing Arts Center.

Mr. Novakovich inquired of Mr. Arntzen if these parameters are explained when he has had discussions with the community groups.

Mr. Arntzen recently met with Steven Wiley of the Arts Center Task Force, and explained the parameters and the need for further analysis. Mr. Arntzen interpreted that Mr. Wiley and the arts community would be grateful for the buildings and land, if that was something on the table. Mr. Wiley assured Mr. Arntzen that the arts community would not ask for money for operational funding of the Performing Arts Center.

Mr. Novakovich agrees with Mr. Barnes statement and thanked Mr. Arntzen for communicating his thorough analysis to Mr. Wiley.

Mr. Peterson attended the December 16, 2014 Regional Arts Task Force meeting and he clarified the port's position several times, stating the port may be able to look at several scenarios where the port may be able to help, but is not in the position to finance construction or operations of a Performing Arts Center. Mr. Peterson conveyed that the arts community was grateful for the discussion and believes that a Performing Arts Center could be a catalyst for economic activity.

Mr. Arntzen stated the port has been approached by several developers that have been following the progress at Vista Field and have indicated to stimulate developer interest there is a need for amenities in the neighborhood, such as a park or a plaza, green space or fountain, or a Performing Arts Center. By having such amenities, it gives developers a marketing tool to attract potential businesses and buyers to the area.



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Mr. Barnes inquired if it was appropriate for staff to draft a policy statement, with respect to the port's position regarding a Performing Arts Center.

Mr. Arntzen stated it would be appropriate, however, he would like to have the opportunity to speak with Ms. Mosely, City Manager of the City of Kennewick. Furthermore, the *Tri-City Herald's* reporting on Vista Field has been very accurate, which may set up the framework for policy statement. If the Commission does not authorize a policy statement, each Commissioner is authorized to speak of their own behalf.

Mr. Barnes stated if the port is going to develop a formal policy, he believes Mr. Moak should have the opportunity to weigh in on the subject of a Performing Arts Center.

Mr. Arntzen applauded the Commission for keeping an open, transparent dialogue for the community, with no predetermined conclusion.

2. Draft Pattern Language

Mr. Peterson reported Gary Black of Integrated Structures Inc. (I.S.I.), has submitted the second draft of the Pattern Language Report, which was compiled during the Pattern Language Meeting on November 10, 2014. The report details the community's desire of attributes and elements they would like incorporated in the redevelopment of Vista Field. The draft report was sent out to the thirty-five participants at the meeting, the stakeholders and community members who are on the Vista Field email distribution list, and it is posted on the port website for review and comments. Mr. Peterson stated the Commission and community comments are due by 5:00 p.m. February 6, 2015. Staff and I.S.I. will collect the comments and garner a final report for the Commission and the public. At this time most of the comments received are from attendees, who stated Mr. Black provided a good representation of the meeting and captured the ideas and expressions of the committee.

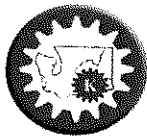
Mr. Novakovich inquired how this draft differs from what was presented during the Charrette.

Mr. Peterson stated the previous draft that was available during the Charrette was primarily a tool for DPZ. This is an expanded second draft which contains more text and pictures.

Mr. Arntzen stated the Pattern Language Report is a directive from the community and he applauded the Commission for asking the community to be involved in the process.

3. Charrette Report and Master Plan Presentations

Mr. Peterson reported the draft Charrette report is due next week and will be distributed to the Vista Vision Task Force, (Task Force), emailed to our Vista Field community members list, and will be made available on the port website on February 6, 2015. Although DPZ is currently working on the appendix and some of the financial information, the bulk of the report is ready for review. The Task Force will hold a public meeting on February 9, 2015, at the Tri-Cities Visitor and Convention Bureau, Bechtel Board Room at 2:00 p.m.. Michael Mehaffy of DPZ will present the Charrette Report, and they will begin discussing the



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implementation process and DPZ recommendations. Mr. Mehaffy will present the Charrette Report to the Port Commission on February 10, 2015.

Mr. Barnes inquired if there will be an effort to reach out to our surrounding jurisdictional partners such as the City of Kennewick, Kennewick Irrigation District (KID), and Kennewick Public Facilities District (KPPFD).

Mr. Peterson indicated all stakeholders will receive the draft report, as well as the members of the Task Force. Once the report has been distributed, Ms. Bader Inglima and the Commission can decide how to move forward with community outreach.

Mr. Novakovich is pleased the Task Force and community will receive the report first, which will allow the Commission to possibly hear public input at the February 10, 2015 Regular Commission Board Meeting.

Mr. Peterson stated, as the Commission discusses a policy regarding a Performing Arts Center, the Task Force will be a valuable resource, for additional community input and recommendations.

Mr. Barnes confirmed if Michael Mehaffey and Rustin Hall of A.L.S.C. have met regarding the integration of the KPPFD master plan and the port's Charrette master plan.

Mr. Peterson stated, Mr. Mehaffey and Mr. Hall met last Friday, and started to work through the connectivity issue. Both parties see a need for further discussion to meet the criteria the public desires. Mr. Peterson indicated the first meeting went well, and Mr. Hall sees the importance of connectivity. Mr. Peterson is hopeful there is a solution beneficial to both entities.

B. Columbia Drive Update

1. Columbia Gardens Name

Mr. Arntzen stated the Commission has previously discussed the Columbia Gardens name, as part of the redevelopment on Columbia Drive, which will include two wineries and a barrel storage facility. Mr. Arntzen stated he is unsure of how to solve the issue other than hiring someone to work on rebranding, which would be very expensive. Mr. Arntzen asked the Commission for their thoughts regarding the name and if they wish to pursue a rebranding effort for a new name.

Mr. Barnes stated the Columbia Gardens name goes back to the early 1900's, when the property was annexed into the City of Kennewick and the lots were legally defined as Columbia Gardens. Mr. Barnes explained he had received feedback from the community regarding the name, and stated it will be the amenities and the experience, not the name, that will make the redevelopment work. Mr. Barnes stated the Commission has considered the name and is prepared to proceed with the original Columbia Gardens name.



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Mr. Novakovich stated unless there is a strong objection to change the name, he feels the name should be left as Columbia Gardens.

2. Interlocal Agreement for Lights near Duffy's Pond

Mr. Peterson reported that the demolition on Columbia Drive is ahead of schedule and should be completed before the end of February. Once the demolition is complete, the City of Kennewick will go out for bid on the 1,000 linear feet of trail, which will extend the pathway from K.I.E. Supply to the edge of 423 East Columbia Drive. The city hopes to have the trail constructed by the end of June, 2015. Mr. Peterson stated the city does not light park pathways, and has asked the port to consider covering the cost of the electrical, conduits, and lighting for the pathway, which is approximately \$32,000. Mr. Peterson stated the demolition along Columbia Drive was budgeted at \$350,000; however, the port has only spent approximately \$190,000, leaving \$160,000 available for Columbia Drive. Mr. Peterson asked Commission if they would like to respond favorably to the City of Kennewick's request, to add a line item for path lighting along Duffy's Pond. The port will have the opportunity to review the bids and make a final determination based on the bid.

Mr. Novakovich stated the lighting would add value and agrees with Mr. Peterson's assessment, and since we have that savings, we should light the trail. The city would bid the lighting as a separate scheduled item and the port would be allowed to make a final determination, once the bids were received. Mr. Peterson confirmed with the Commission their desire to enter into an Interlocal Agreement with the City of Kennewick regarding the lighting at Duffy's Pond.

Mr. Barnes stated the lighting would be a nice addition to the path, especially for evening and winter use of the pathway. Mr. Barnes believes this is a beneficial investment for our citizens and agrees that the port should enter into an Interlocal Agreement with the City of Kennewick.

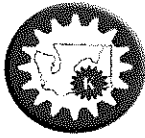
Mr. Peterson reported that conduit will be installed to the end of the Cable Greens Property, for future trail extension. Mr. Peterson stated the Interlocal Agreement with the city may be presented in February and a bid figure in March.

C. *Confederated Tribes of the Umatilla Indian Reservation*

1. 1135 Shoreline Project

Mr. Arntzen stated that the Port's relationship with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is not just a business relationship, but a friendship, that has had substantial effect on the port. The current projects taking place on Clover Island are coming to fruition because of the assistance of the CTUIR. The Port has three major projects that the CTUIR has been able to confer on and assist with: the 1135 Shoreline Project; the Washington State Recreation and Conservation Office (RCO) Project; and the demolition on Columbia Drive. Mr. Arntzen stated the Memorandum of Understanding with the CTUIR provides an opportunity for staff to staff discussions on projects. The CTUIR has been very supportive of the Port of Kennewick and work on Clover Island and Columbia Drive.

2. Washington State Recreation and Conservation Office (RCO) Project



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Mr. Peterson reported the Washington State Recreation and Conservation Office (RCO) gave the Port a \$238,000 grant for enhancements to the boat launch, bathroom, and parking lot on Clover Island. The RCO requirements established in the grant dictate the port performs a Section 106 federal review, which is a report that describes potential cultural findings. The port consulted with the CTUIR prior to construction regarding findings and elected to pay for tribal observation during the construction. The CTUIR conferred with the RCO on the port's behalf regarding the federal review, and in the end, the RCO waived the review. Mr. Peterson stated our partnership with the CTUIR is immeasurable.

3. Observation of Columbia Drive Demolition Project

Mr. Peterson reported that the port had a CTUIR observer on-site for the artwork installation on Clover Island and the demolition on Columbia Drive. During the Columbia Drive demolition, the on-site observer remained for four days; he then indicated they had observed the process and areas of concern and did not need to further observe the excavation. This is another example of a strong relationship with the CTUIR.

Mr. Novakovich believes this is a mutually beneficial partnership and is he is overwhelmed by the outcome. Mr. Novakovich thanked Mr. Arntzen for fostering the partnership with the CTUIR.

Mr. Arntzen reported that when he presented at the Affiliated Tribes of the North West Indians Convention in Pendleton, where he was asked by Ron Allen, Chairman of the Jamestown S'Klallam tribe, to help establish a relationship with the Port of Port Angeles. Mr. Arntzen has been in contact with Mr. Allen, and is working on setting up a face to face meeting. Mr. Arntzen stated Mr. Allen is very revered by the North West tribes and to build a relationship could be beneficial to the port.

D. Commissioner Meetings (formal and informal meetings with groups or individuals)

Commissioners reported on their respective committee meetings.

E. Non-Scheduled Items

1. Mr. Novakovich reported that Port of Seattle Commissioner, Bill Bryant, was interviewed in the *Daily Journal of Commerce* where he stated he was considering running for Governor.
2. Mr. Novakovich congratulated Mr. Frost for his coverage in the *Tri-City Herald*.
3. Ms. Scott reported the Tri-Cities Regional Chamber of Commerce is hosting a meet and greet reception on Friday, January 30, 2015, with Congressman Dan Newhouse. Ms. Scott requested Commissioners let her know if they are interested in attending.
4. The new Columbia Gardens brochures are available at the reception desk.
5. Mr. Arntzen summarized a few items from the Budget Financial and Operational Philosophy, which was readopted in 2014, as the Port looks at future projects:
 - Support intergovernmental cooperation, by partnering with entities that demonstrate support, for example, matching funds, previous successes, and political and taxpayer support.
 - Acknowledge the Port's limited staff and financial resources.
 - Encourage open completion and equal project consideration.



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- Potential project ranking and selection process.
6. Mr. Peterson indicated he had a meeting with a citizen who has been following the redevelopment of Vista Field and was reminded we are creating a vibrant area that is not just a collection of buildings, but an opportunity to create a diverse neighborhood with varying degrees of income levels for our community.

Mr. Novakovich likes the idea of creating a diverse economic neighborhood, where buildings are similar, so you are unaware of the differing economic levels. Mr. Novakovich believes it is a wonderful concept, as long there are building specifications and design standards in place. To have a community that has different levels of income would contribute to the economic enhancement of the area and Mr. Novakovich is in support of the concept.

Mr. Barnes agrees with Mr. Peterson and Mr. Novakovich and believes the area should be multi-faceted, and it is the people that will make the community.

PUBLIC COMMENTS

Ed Frost, 609 West Albany Avenue, Kennewick. Mr. Frost is concerned about the port's plan to share the Charrette draft master plan with the Vista Vision Task Force (Task Force) and then ask for input at the February 10, 2015 Commission Meeting. Mr. Frost does not believe three days is enough time for the Task Force to digest the draft master plan and provide valuable feedback to Mr. Mehaffey and the Commission. Mr. Frost believes the Task Force and the community need time to study the document for the Commission to receive quality input. Mr. Frost hopes the port will play a proactive role in bringing a Performing Arts Center to Vista Field, which would create an anchor for the development and attract other businesses and people to the area.

Mr. Peterson stated the intent of releasing the Draft Master Plan on February 6, 2015, is for the Task Force to familiarize themselves with the document prior Mr. Mehaffey's presentation. Mr. Peterson further stated, the Task Force will have the opportunity to review and critique the document for several months.

No further comments.

COMMISSIONER COMMENTS

No further comments were made.



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ADJOURNMENT

With no further business to bring before the Board; the meeting was adjourned at 3:48 p.m.

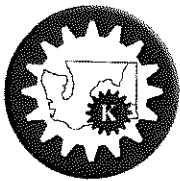
APPROVED:

**PORT of KENNEWICK
BOARD of COMMISSIONERS**

Don Barnes, President

Skip Novakovich, Vice President

Thomas Moak, Secretary



AGENDA REPORT

TO: Port Commission

FROM: Tim Arntzen, Executive Director

MEETING DATE: February 10, 2015

AGENDA ITEM NO.: Resolution 2015-04: Vista Vision Task Force

I. REFERENCE(S): Resolution 2015-04, attached.

II. FISCAL IMPACT: None.

III. DISCUSSION: On December 16, 2014, the Port Commission received an update from the Vista Vision Task Force (Task Force) chair, Rich Cummins. After hearing from Chairman Cummins, the Commission agreed it wished to re-evaluate the Task Force's mission as established by the Rules of Procedure under which the Task Force conducts business. The Commission indicated it wished to "re-authorize" the Task Force's mission for the balance of the anticipated term (i.e. up to August 15, 2015) and further indicated its desire to issue broad-based, written instructions, related to matters the Task Force would consider. Those matters are as set forth in Resolution 2015-04, Exhibit "A."

IV. ACTION REQUESTED OF COMMISSION:

Motion: *I direct the Port's Executive Director to advise the Vista Vision Task Force consistent with the attached Resolution.*

PORT OF KENNEWICK

Resolution No. 2015-04

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK RELATED TO THE VISTA VISION TASK FORCE***

WHEREAS, on December 16, 2014, the Port Commission received an update from the Vista Vision Task Force (Task Force); and

WHEREAS, as a result of said discussion, the Commission desires to “re-authorize” the Task Force’s mission for the balance of the anticipated term (i.e. up to August 15, 2015); and

WHEREAS, the Commission desires to issue broad-based written instructions related to matters the Task Force will consider as set forth in Exhibit “A”; and

WHEREAS, the Port Commission finds that re-authorization of the Task Force’s mission and issuing written instructions is in the best interest of the public;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick approve Resolution 2015-04, related to the Vista Vision Task Force and directs the Executive Director to take all action to implement this resolution.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 10th day of February, 2015.

***PORT of KENNEWICK
BOARD of COMMISSIONERS***

By:

DON BARNES, *President*

By:

SKIP NOVAKOVICH, *Vice President*

By:

THOMAS MOAK, *Secretary*

EXHIBIT "A" TO RESOLUTION 2015-04

Matters To Be Submitted To The Task Force For Consideration

1. Overall master plan concepts as identified in the "Community Alternative" for Vista Field (as identified in the Pattern Language exercise and the Charrette process);
2. Stage one Performing Arts Center/permanent Performing Arts Center;
3. Overall site connectivity including connectivity from the proposed "Town Center" to the Entertainment District;
4. Utilities (including undergrounding/overhead);
5. Re-use of asphalt;
6. Public partnering opportunities;
7. Project financing, economics and marketability, including partner funding;
8. Transit accessibility;
9. Zoning;
10. Traffic (roundabouts, etc.);
11. Water features;
12. Set asides for major users (academic, arts, R & D, etc.);
13. Parking (including parking structures); and
14. Other ancillary matters.

**PORT OF KENNEWICK
RESOLUTION NO. 2015-05**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK AUTHORIZING
STAFF TO PURSUE ANNEXATION OF 92.61 ACRES OF PORT-OWNED
LAND INTO CITY OF WEST RICHLAND CITY LIMITS**

WHEREAS, Port of Kennewick in recognition of the economic importance of Washington's growing wine industry, acquired 92.61 acres in Benton County, located adjacent to the Red Mountain AVA (American Viticultural Area) and City of West Richland; and

WHEREAS, during these past seven years Port of Kennewick has worked with and financially supported the City of West Richland in their quest to expand the city's Urban Growth Area (UGA) to accommodate annexation of the port's 92.61 acres; and

WHEREAS, City of West Richland recently succeeded in expanding their UGA to include the port-owned property; and annexing that port-owned land into the City of West Richland would maximize development options by gaining access to city water, sewer and other services; and

WHEREAS, annexation should bring new opportunities to grow the commercial and light industrial sector of West Richland's economy; and in doing so, attract new jobs, diversify the economy, expand commerce, and increase the City of West Richland tax base; and

WHEREAS, the Port of Kennewick anticipates partnering with City of West Richland to transform that property into a vibrant, commercial and light industrial business park.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Port of Kennewick that port staff are hereby directed to submit a voluntary letter of petition requesting annexation of the 92.61 acres into the City of West Richland and requesting that property be zoned Commercial-Light Industrial (CLI).

ADOPTED by the Board of Commissioners of the Port of Kennewick this 10th day of February 2015; and duly signed by its proper officers in the authentication of its passage on said date.

**PORT of KENNEWICK
BOARD of COMMISSIONERS**

DON BARNES, *President*

SKIP NOVAKOVICH, *Vice President*

THOMAS MOAK, *Secretary*

February 10, 2015

Nicole Stickney
Planning and Economic Development Manager
City of West Richland
3801 W. Van Giesen Street
West Richland, WA 99353

Dear Ms. Stickney:

On behalf of the Port of Kennewick Board of Commissioners, district taxpayers, and staff, I am pleased to submit this letter requesting a voluntary annexation of 92.61-acres of Port-owned property into the City of West Richland; and do also request that the property be zoned Commercial-Light Industrial (CLI).

The port appreciates the opportunity we've had to work with, and financially support, the City of West Richland's quest to expand their Urban Growth Area (UGA) during these past seven years. We congratulate city council and staff for their diligence and perseverance in this effort; and we applaud the city's recent success in expanding the UGA.

As anticipated, annexation will bring new opportunities to grow the commercial and light industrial sector of West Richland's economy; and in doing so, attract new jobs, diversify the economy, expand commerce, and increase the city's tax base.

Port of Kennewick has long recognized the economic importance of Washington's growing wine industry, and we look forward to working with City of West Richland to transform the former raceway and farmland into a vibrant, commercial and light industrial business park. Indeed, annexation of the port land into city limits should maximize development opportunities by gaining access to city water, sewer and other services.

The property address is: 47615 E. SR224 Benton City WA 99320; Parcel: 1-1197-101-2751-002. The property, which was purchased by Port of Kennewick May 12, 2008, currently contains partially dismantled raceway infrastructure and agricultural farmland. The size of the tract is 92.61 acres; it is within the city's UGA and contiguous to existing city limits.

The Port of Kennewick hereby requests that the above referenced 92.61 acres be annexed into City of West Richland and that zoning of that property be classified as Commercial-Light Industrial (CLI).

Sincerely,

Larry Peterson
Director of Planning & Development



AGENDA REPORT

TO: Port Commission

FROM: Larry Peterson, Director of Planning & Development

MEETING DATE: February 10, 2015

AGENDA ITEM: Resolution 2015-06 Vista Field Area Land Exchange & Land Sale

- I. REFERENCE(S):** Resolution 2015-06, Vicinity Map and Transaction Documents, as follows:
- a. Assignment and Assumption of Vacant Land Purchase and Sale Agreement from Lionell Singleton to the Port including Exhibit "A" which comprises a copy of the August 8, 2014 Vacant Land Purchase and Sale Agreement being assigned along with all addendums;
 - b. Commercial Real Estate Purchase and Sale Agreement between the Port of Kennewick and Lionell Singleton for the purchase of 6.37 +/- acres located at 480 N. Quay, Kennewick, WA for \$950,000 including Exhibit A (legal description).
 - c. Commercial Real Estate Purchase and Sale Agreement between the Port of Kennewick and Lionell Singleton for the purchase of 3.52 +/- acres located at 460 N. Quay, Kennewick, WA for \$350,000 under Real Estate Contract including Exhibit A (legal description) and Exhibit B (Real Estate Contract form);
- II. FISCAL IMPACT:** \$350,000.00 capital income plus interest to the Port;
- III. DISCUSSION:** In October 2014 the Port learned of a pending transaction between Lionell Singleton and The Mac Sports Complex for Mr. Singleton's purchase of a 4.24 acre parcel adjacent to the Three Rivers Entertainment District and the Vista Field redevelopment area. Both the Vista Field 2013 Final EIS and the conceptual Vista Field master plan developed at the week-long Charrette in early November 2014 identified the Singleton property as crucial for the circulation network in the Vista Field area. Therefore, the Port initiated discussions with Mr. Singleton for the exchange of that 4.24 acre parcel adjacent to the Three Rivers Entertainment District for a 6.37 acre parcel at the southwest corner of Deschutes Avenue & N. Quay Street and the sale on a real estate contract of the adjacent 3.52 acre parcel fronting N. Quay Street for \$350,000.00. This property is graphically depicted on Exhibit "A". The Port Commission considered that proposal and ultimately approved Resolution 2014-38 authorizing the land exchange and the sale by real estate contract.

The net result of the transaction approved by Resolution 2014-38 would have been a land exchange (4.24 acres for 6.37 acres) and a sale (by real estate contract) for 3.52 acres for \$350,000 plus interest. The net result of the action authorized by Resolution 2015-06 would be the same as the authorized by Resolution 2014-38 however Resolution 2015-06 provides the necessary clarity on the process for all involved parties including title and escrow agencies.

Mr. Singleton has developed plans to construct a 35,000+ s/f building and outdoor fields to accommodate a health/training facility oriented towards football and soccer known as the Fit for Fun-Plex (FfFP). Mr. Singleton has a binding real estate contract to purchase the 4.24 acre site adjacent the Three Rivers Entertainment District (TRED). Development of the initial FfFP site would negatively impact the transportation network in the Vista Field/TRED area and therefore the Port discussed options with Mr. Singleton to potentially relocate his pending Fit for Fun-Plex project. Mr. Singleton demonstrated a commitment to the community's overall best interest while also balancing his desire to construct the FfFP in the Vista Field area.

The proposed transaction between Mr. Singleton and the Port now involves:

- Assignment of Mr. Singleton's right to purchase the 4.24 acres from the Mac Sports Complex LLC (Mac Sports) for \$950,000 to the Port;
- Mr. Singleton's Purchase of a 6.37 acre Port parcel at the SW corner Deschutes Ave. & Quay St. for \$950,000;
 - Prior to closing Port to apply for & obtain Business Park (BP) zoning; and,
 - Prior to closing Port to adjust the boundary line between the two N. Quay St. parcels;
 -
- Mr. Singleton's purchase of a 3.52 acre Port parcel on N. Quay St. on a real estate contract (6% interest, 7 annual payments);
 - Prior to closing Port to adjust the boundary line between the two N. Quay St. parcels;

The Port adopted a real estate policy through Resolution 2008-28 requiring an earnest money payment of at least 5-percent of the offer price (in no case less than \$5,000) for all land sale transactions initiated by parties other than the Port. The Port established this requirement through the 2008 real estate policy, therefore has the authority to waive this requirement when Commission deems. Because the Port actually initiated the transaction to effectively exchange properties, no earnest money payment by Singleton is proposed in conjunction with the sale of the 6.37 +/- acre parcel. The accompanying resolution identifies and includes this waiver.

The 2011 Comprehensive Scheme of Development identified these parcels as surplus to the Port's needs. Considering the reasons for the proposed land exchange and sale this sale as negotiated does not contain a construction requirement or repurchase provision.

IV. ACTION REQUESTED OF COMMISSION:

Motion: I move approval of Resolution 2015-06 authorizing the Port's Executive Director to execute all necessary documentation associated with the assignment by Lionell Singleton and resulting land purchase from the Mac Sports Complex, LLC, and the land sales to Lionell Singleton, and to take all other action necessary to close these transactions.

PORT OF KENNEWICK

RESOLUTION 2015-06

A RESOLUTION OF THE BOARD OF COMMISSISONERS OF PORT OF KENNEWICK AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH LIONELL SINGLETON

WHEREAS, Lionell Singleton (Purchaser), has offered to assign his rights to purchase 4.24 acres adjacent to the Three Rivers Entertainment from The Mac Sports Complex LLC (Mac Sports) for the sum of \$950,000 and purchase from the Port of Kennewick (Seller) 1) a 6.37 +/- acre Port parcel at the southwest corner of Deschutes Avenue and N. Quay Street for the sum of \$950,000, and 2) a 3.52 +/- acre parcel through a Real Estate Contract for the sum of \$350,000. The parcels proposed to be sold to Purchaser are located at the Vista Field Industrial Area located in Kennewick, Washington, and are graphically depicted on the attached *Exhibit "A"*; and

WHEREAS, The Port initiated the transaction to exchange properties to preserve a crucial access opportunity into the Vista Field redevelopment area; and

WHEREAS, The Port adopted a real estate policy through Resolution 2008-28 which requires an earnest money payment of at least 5-percent of the offer price (in no case less than \$5,000) for all land sale transactions initiated by parties other than the Port;

WHEREAS, waiving the above-referenced Port policy is appropriate for the Purchase and Sale Agreement with Lionell Singleton for his purchase from the Port of Kennewick of a 6.37 +/- acre Port parcel at the southwest corner of Deschutes Avenue and N. Quay Street for the sum of \$950,000 due to the Port initiating the offer as part of a larger land exchange transaction comprised of the transactions set forth above, and due to the importance to the Port of preserving a crucial access opportunity into the Vista Field redevelopment area;

WHEREAS, Port staff and the Port attorney have reviewed the proposed Purchase and Sale Agreements, Real Estate Contract, and Assignment and Assumption Agreement that comprise the documents proposed to initiate the Port's transactions with Lionell Singleton and The Mac Sports Complex, LLC, and find that they are in proper form and are in the Port's best interest; and

WHEREAS, the Port Commission finds that said property is surplus to the Port's needs and the proposed sale is consistent with all previous Port policies, including its Comprehensive Scheme of Development.

NOW, THEREFORE; BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick hereby approves Resolution 2015-06 authorizing the Port's Executive Director to execute a) an Assignment and Assumption Agreement with Lionell Singleton assigning Mr. Singleton's right to purchase 4.24 acres adjacent the Three Rivers Entertainment from Mac Sports for the sum of \$950,000 to the Port, b) a Purchase and Sale Agreement with Lionell Singleton for his purchase from the Port of Kennewick of a 6.37 +/- acre Port parcel at the southwest corner of Deschutes Avenue and N. Quay Street for the sum of \$950,000, c) a Purchase and Sale Agreement with Lionell Singleton for his purchase of a 3.52 +/- acre Port parcel through a Real Estate Contract for the sum of \$350,000, and d) all other documents and agreements on behalf of the Port to complete the transaction as specified above.

BE IT FURTHER RESOLVED that the Board of Commissioners of the Port of Kennewick hereby waives the Port policy established by Resolution 2008-28 requiring a minimum 5-percent of the offer price (in no case less than \$5,000) earnest money payment for the Purchase and Sale Agreement with Lionell Singleton for his purchase from the Port of Kennewick of a 6.37 +/- acre Port parcel at the southwest corner of Deschutes Avenue and N. Quay Street for the sum of \$950,000, due to the Port initiating the offer as part of a larger land exchange transaction comprised of the transactions set forth above, and due to the importance to the Port of preserving a crucial access opportunity into the Vista Field redevelopment area;

BE IT FURTHER RESOLVED that the Port Commission declares that said property is surplus to the Port's needs and the proposed sale as referenced above is consistent with all previous Port policies, including its Comprehensive Scheme of Development.

ADOPTED by the Board of Commissioners of the Port of Kennewick this 10th day of February 2015.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By:

DON BARNES, *President*

By:

SKIP NOVAKOVICH, *Vice President*

By:

THOMAS MOAK, *Secretary*

CANAL DRIVE

Exhibit "A"

SINGLETON LAND EXCHANGE & SALE

AMAZON

N

Fit for
Fun Plex
N.W.
TRED
Site

RIO GRANDE AVE

KELLOGG ST

OKANOGAN PL

OKANOGAN AVE

GRANDRIDGE AVE

JOHN DAY AVE

DESCHUTES AVE

DESCHUTES AVE

YOUNG ST

QUAY ST

Fit of Fun Plex
& Verizon Site

VAN BUREN AVE

Contract
Sale

WHEN RECORDED RETURN TO:

LUCINDA J. LUKE
CARNEY BADLEY SPELLMAN, P.S.
701 FIFTH AVENUE, SUITE 3600
SEATTLE, WA 98104-0701

**ASSIGNMENT AND ASSUMPTION
OF VACANT LAND PURCHASE AND SALE AGREEMENT**

This Assignment and Assumption Agreement (the "Assignment") is made on this _____ day of _____, 2015, by and between Lionell Singleton ("Assignor") and the Port of Kennewick, a Washington municipal corporation ("Assignee"). The Assignor, for value received hereby grants, assigns, transfers, sets over and delivers to the Assignee all of Assignor's right, title and interest in and to that certain Vacant Land Purchase and Sale Agreement dated August 8, 2014 by and between The Mac Sports Complex LLC ("Seller") and Assignor, as amended by subsequent addendums to said Agreement between Assignor and Seller. A copy of said Agreement and all subsequent addendums are attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter collectively referred to as the "Sale Agreement").

The Assignee assumes all of the obligations imposed on the Assignor under said Sale Agreement.

Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignor's breach of any of the provisions of said Sale Agreement occurring prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, demands,

liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignee's breach of any of the provisions of said Sale Agreement occurring on or after the Effective Date.

The term "Effective Date" as used in this Assignment means the date this Assignment and Assumption is fully executed by the parties.

Upon the Effective Date, the Assignee shall deposit into escrow at Cascade Title Company, Kennewick, Washington, as reimbursement to Assignor, the amount paid by Assignor as earnest money deposit under said Sale Agreement. The amount shall be held in escrow for the benefit of Assignor and shall be paid to Assignor immediately following the closing of the Sale Agreement, unless Assignor defaults under the Commercial Real Estate Purchase and Sale Agreement between Assignor and Assignee dated _____ wherein Assignor has agreed that if such breach occurs, Assignee shall be paid all such funds deposited into escrow.

Assignor and Assignee shall, on the written request of the other party, execute, acknowledge and deliver further documents and assurances and perform further acts that the other party reasonable requests in order to perform all of the obligations of this Assignment.

This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment, their successors in interest and assigns.

This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Washington and the venue of any suit shall be in the county in which the Property is located.

If Assignor or Assignee sues to enforce this Assignment or obtain a declaration of either of their rights under this Assignment, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorney fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal). In the event of trial, the amount of attorney fees shall be as fixed by the Court.

**VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS**

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1. Date: 08/08/2014 MLS No.: 178840
2. Buyer: Lionell Singleton &/or Assigns
3. Seller: The Mac Sports Complex LLC
4. Property: Tax Parcel No(s): 132992000013008, 132992000013006 (Benton County)
W Rio Grande Ave Kennewick WA 99336
Address City State Zip
- Legal Description: Attached as Exhibit A.
5. Purchase Price: \$ 1,109,464.00
6. Earnest Money: (To be held by ☒ Selling Firm; ☐ Closing Agent)
Personal Check: \$ _____; Note: \$ 5000.00; Other (_____): \$ _____
7. Default: (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
8. Title Insurance Company: Cascade Title ☒
9. Closing Agent: ☒ a qualified closing agent of Buyer's choice; ☐ _____
10. Closing Date: 01/31/2015
11. Possession Date: ☒ on Closing; ☐ Other _____
12. Offer Expiration Date: 08/15/2014
13. Services of Closing Agent for Payment of Utilities: ☒ Requested (attach NWMLS Form 22K); ☐ Waived
14. Charges and Assessments Due After Closing: ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
15. Subdivision: The Property: ☐ must be subdivided before _____; ☒ is not required to be subdivided
16. Feasibility Contingency Expiration Date: ☒ 120 days after mutual acceptance; ☐ Other _____
17. Agency Disclosure: Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☒ Seller; ☐ both parties
18. Addenda: 22A(Financing) ☒ 22K(Utilities) ☒ 35F(Feasibility) ☒

Lionell Singleton 8-11-14
Buyer's Signature Date

Buyer's Signature Date

Buyer's Address

City, State, Zip

786-281 3154
Phone No. Fax No.

LionellSingleton22@gmail.com
Buyer's E-mail Address

John L Scott
Selling Firm MLS Office No.

Kathryn Stangel
Selling Broker (Print) MLS LAG No.

509-301-4212
Phone No. Firm Fax No.

kstangel@johnlscott.com
Selling Firm Document E-mail Address

kstangel@johnlscott.com
Selling Broker's E-mail Address

Thomas B Moore 8-13-14
Seller's Signature Date

CJ Mitchell Jr, by Thomas B Moore
Seller's Signature Date

P.O.A. 8-13-14

Seller's Address

City, State, Zip

Phone No. Fax No.

Seller's E-mail Address

John L Scott
Listing Firm MLS Office No.

CJ Mitchell
Listing Broker (Print) MLS LAG No.

509-366-6000
Phone No. Firm Fax No.

kstangel@johnlscott.com
Listing Firm Document E-mail Address

cmitchell@johnlscott.com
Listing Broker's E-mail Address

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

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Continued

- 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.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, the other party may make a written demand to the Closing Agent for the Earnest Money. If only one party makes such a demand, Closing Agent shall promptly deliver notice of the demand to the other party. If the other party does not object to the demand within 10 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand. If Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. The parties are advised that, notwithstanding the foregoing, Closing Agent may require the parties to execute a separate agreement before disbursing the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. Upon either party's request, the party holding the Earnest Money shall commence an interpleader action in the county in which the Property is located. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 5:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. 61 62

- 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. 63 64 65 66 67 68 69

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 as to the quantity and current price from the supplier. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 13, 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). 70 71 72 73 74 75 76 77 78 79 80

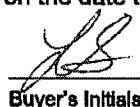
Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 14. 81 82 83 84

- h. **Sale Information.** Listing Broker and Selling 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 Selling Broker, on request, any and all information and copies of documents concerning this sale. 85 86 87 88 89

FIRPTA - Tax Withholding at Closing. The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, 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. 90 91 92 93

- j. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or 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 given 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 given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 94 95 96 97 98 99 100 101 102 103 104 105 106

- 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 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. 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. 107 108 109 110 111 112 113 114 115 116 117 118

 8-11-14
Buyer's Initials Date

Buyer's Initials Date


Seller's Initials

Date

 Cgm
Seller's Initials


Date

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

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Continued

- l. Facsimile or E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
- m. 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.
- n. 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.
- o. 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:
- i. 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.
- ii. 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.
- p. 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 agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, 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. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. 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.
- t. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing 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 Selling 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 Selling 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."
- u. Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling 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.

 8-11-14

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials


Date

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**


Continued


- v. Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No. 16 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 Selling 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 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. 16, 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.
- w. 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 date specified in Specific Term 15. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers.

 8-11-19
Buyer's Initials Date

Buyer's Initials Date


Seller's Initials Date


Seller's Initials Date

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated 08/08/2014

between Llonell Singleton &/or Assigns ("Buyer") 2
Buyer
 and The Mac Sports Complex LLC ("Seller")
Seller
 concerning W Rio Grande Kennewick, WA 99336 (the "Property"). 4
Address City State Zip

1. DOWN PAYMENT/LOAN APPLICATION.

a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following loan or loans to purchase the Property (the "Loan(s)"): ☐ Conventional First; ☐ Conventional Second; ☐ Bridge; ☐ VA; ☐ FHA; ☐ Rural Development ("RD"); ☐ Home Equity Line of Credit; ☐ Other _____ (the "Financing Contingency"). Buyer shall pay ☐ \$ _____; or ☐ _____ % of the Purchase Price down, in addition to the Loans and to make written application for the Loans to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within _____ days (5 days if not filled in) after mutual acceptance of this Agreement. 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 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 6 (Appraisal Less Than Sales Price). For purposes of this Addendum, "lender" means the party funding the loan.

2. SELLER'S RIGHT TO TERMINATE.

a. Right to Terminate Notice. At any time _____ days (30 days if not filled in) after mutual acceptance, Seller may give notice to Buyer that Seller may terminate the Agreement at any time 3 days after delivery of that notice (the "Right to Terminate Notice"). NWMLS Form 22AR may be used for this notice.

b. **Termination Notice.** If Buyer has not previously waived the Financing Contingency, Seller 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 Seller gives the Termination Notice 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.

c. Appraisal Less Than Sales Price. Buyer's waiver of the Financing Contingency under this Paragraph 2 29
☐ will; or ☐ will not (will, if not filled in) constitute waiver of Paragraph 6 (Appraisal Less Than Sales Price). 30

3. **LOAN COST PROVISIONS.** Seller shall pay up to ☐ \$ _____; or ☐ _____% of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including, but not limited to prepaids, loan discount, loan fee, interest buy down, financing, closing, or other costs allowed by lender. If this sale is contingent on Buyer obtaining an FHA, RD, or VA loan, Seller shall also pay up to \$300.00 for that portion of Buyer's Loan and settlement costs that the Lender is prohibited from collecting from Buyer under FHA/RD/VA regulations. If this sale is contingent on Buyer obtaining a VA loan, Seller shall also pay the full escrow fee for the closing of this Agreement.

4. **EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after Buyer delivers to Seller written confirmation from Buyer's lender confirming (a) the date Buyer's loan application for the subject property was made; (b) that Buyer possessed sufficient funds to close; and (c) the reasons Buyer's application was denied. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation from Buyer's lender.

LS 8-11-14
Buyer's Initials Date


Buyer's Initials _____ Date _____


Seller's Initials

CJM
Seller's Initials Date

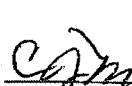
**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**
Continued

5. **INSPECTION.** Seller agrees to permit inspections required by Buyer's 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. 44 45 46
6. **APPRAISAL LESS THAN SALE PRICE.** 47
- a. **Notice of Low Appraisal.** If Buyer's lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which notice shall include a copy of lender's appraisal. 48 49 50
- b. **Seller's Response to Notice of Low Appraisal.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of: 51 52
- (i) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that Buyer's lender may elect not to accept a reappraisal or reconsideration of value; 53 54 55 56
- (ii) Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or RD financing. FHA, VA, and RD financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.); or 57 58 59 60 61 62
- (iii) Seller's rejection of Buyer's notice of low appraisal. 63
- If Seller timely delivers notice of reappraisal, reconsideration of value, or consent to reduce the Purchase Price, and Buyer's lender accepts Seller's response, then Buyer shall be bound by Seller's response. 64 65
- Buyer's Reply.** Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing date shall be extended as necessary to accommodate the foregoing times for notices. 66 67 68 69 70 71
7. **FHA/VA/RD - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or RD 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 RD requirements a written statement by FHA, VA, RD or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Paragraph 6 above shall apply. 72 73 74 75 76 77
- Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or RD will insure. FHA, VA, or RD 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. 78 79 80
8. **EXTENSION OF CLOSING TO ACCOMMODATE REQUIREMENTS OF REGULATION Z OF THE TRUTH IN LENDING ACT.** In the event the Annual Percentage Rate ("APR") of Buyer's Loan(s) varies from the APR initially disclosed to Buyer in the Good Faith Estimate provided by Buyer's lender(s) by .125% or more in the case of a fixed rate loan or .250% in an adjustable rate loan, the Closing Date shall be extended for up to four (4) days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of the Financing Contingency. 81 82 83 84 85 86


Buyer's Initials Date 8-11-14

Buyer's Initials Date


Seller's Initials Date


Seller's Initials Date

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




The following is part of the Purchase and Sale Agreement dated 08/08/2014
between Lionell Singleton &/or Assigns ("Buyer") 2
and The Mac Sports Complex LLC ("Seller") 3
concerning W Rio Grande Ave, Kennewick WA 99336 (the "Property"). 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT:	Name	8
	Address	9
	City, State, Zip	10
	Fax. No.	11
SEWER DISTRICT:	Name	12
	Address	13
	City, State, Zip	14
	Fax. No.	15
IRRIGATION DISTRICT:	Name	16
	Address	17
	City, State, Zip	18
	Fax. No.	19
GARBAGE:	Name	20
	Address	21
	City, State, Zip	22
	Fax. No.	23
ELECTRICITY:	Name	24
	Address	25
	City, State, Zip	26
	Fax. No.	27
GAS:	Name	28
	Address	29
	City, State, Zip	30
	Fax. No.	31
SPECIAL DISTRICT(S): (local improvement districts or utility local improvement districts)	Name	32
	Address	33
	City, State, Zip	34
	Fax. No.	35

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29
within _____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30
Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 31
and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and 32
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

	<u>8-11-14</u>				
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated 08/08/2014
between Lionell Singleton &/or Assigns ("Buyer") 2
and The Mac Sports Complex LLC ("Seller") 3
concerning W Rio Grande Kennewick WA 99362 (the "Property"). 4

Feasibility Contingency. Buyer shall verify within 120 days (10 days if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

☐ **AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

Initials: BUYER: LS Date: 8-11-14 SELLER: Jh Date: 7
BUYER: _____ Date: _____ SELLER: Cjh Date: _____

EARNEST MONEY PROMISSORY NOTE

5000.00 Pasco, Washington

FOR VALUE RECEIVED, Lionell Singleton ("Buyer") 2
agree(s) to pay to the order of John L Scott Pasco (Selling Firm or Closing Agent) 3
the sum of five thousand Dollars 4
(\$ 5000.00), as follows: 5
within 3 days following mutual acceptance of the Purchase and Sale Agreement. 6
☒ * upon removal of the feasibility contingency 7

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 8
Sale Agreement between the Buyer and The Mac Sports Complex LLC ("Seller") 9
dated 08/08/2014. Buyer's failure to pay the Earnest Money 10
strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note. 11

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 12
any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 13
court and collection costs. 14

Date: 8-11-14 15

BUYER  16

BUYER _____ 17

* "On closing" or similar language is not recommended. Use a definite date. 18

**SELLER DISCLOSURE STATEMENT†
COMMERCIAL PROPERTY**

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

SELLER: THE MAC SPORTS COMPLEX LLC, THE MAC SPORTS COMPLEX LLC

† To be used in transfers of commercial real estate as defined in RCW 60.42.005. See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT SEE EXHIBIT A

CITY KENNEWICK, COUNTY BENTON, ("THE PROPERTY")

OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller ☐ is/ ☒ is not occupying the property.

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

A. Do you have legal authority to sell the property? If no, please explain.

*B. Is title to the property subject to any of the following?

(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

*C. Are there any encroachments, boundary agreements, or boundary disputes?

*D. Is there any leased parking?

*E. Is there a private road or easement agreement for access to the property?

*F. Are there any rights-of-way, easements, shared use agreements or access limitations?

*G. Are there any written agreements for joint maintenance of an easement or right-of-way?

*H. Are there any zoning violations or nonconforming uses?

*I. Is there a survey for the property?

*J. Are there any legal actions pending or threatened that affect the property?

*K. Is the property in compliance with the Americans with Disabilities Act?

YES NO DON'T KNOW

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SELLER'S INITIALS: [Signature]

DATE: 10/18/14

SELLER'S INITIALS: _____

DATE: _____

S K Real Estate Inc 79 Aaron Dr Ste 200 Richland, WA 99352
Phone: 509 366 6000

Fax: 509 946 0113

CJ Mitchell

THE MAC

**SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY**
(Continued)

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

	YES	NO	DON'T KNOW	
2. WATER				56
*Are there any water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	57
				58
3. SEWER/ON-SITE SEWAGE SYSTEM				59
*Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	60
				61
4. STRUCTURAL				62
*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	63
*B. Has any occupied subsurface flooded or leaked within the last five years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	64
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	65
*(1) If yes, were all building permits obtained? <i>NA</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	66
*(2) If yes, were all final inspections obtained? <i>NA</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	67
*D. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	68
*E. Are there any defects with the following: (If yes, please check applicable items and explain.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	69
<input type="checkbox"/> Foundations				70
<input type="checkbox"/> Slab Floors				71
<input type="checkbox"/> Doors				72
<input type="checkbox"/> Outbuildings				73
<input type="checkbox"/> Ceilings				74
<input type="checkbox"/> Exterior Walls				75
<input type="checkbox"/> Sidewalks				
<input type="checkbox"/> Interior Walls				
<input type="checkbox"/> Other _____				
5. SYSTEMS AND FIXTURES				76
*A. Are there any defects in the following systems? If yes, please explain.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	77
(1) Electrical system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	78
(2) Plumbing system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	79
(3) Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	80
(4) Fire and security system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	81
6. ENVIRONMENTAL				82
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	83
*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	84
*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	85
*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	86
*E. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87
*F. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	88
*G. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	89
7. FULL DISCLOSURE BY SELLER				90
A. Other conditions or defects:				91
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	92
				93
				94
				95
				96
				97

SELLER'S INITIALS: DM

DATE: 10/18/11

SELLER'S INITIALS: _____

DATE: _____

**SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY**
(Continued)

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B. Verification

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

Date: 10/18/11 Date: _____
Seller: [Signature] Seller: _____
THE MAC SPORTS COMPLEX LLC THE MAC SPORTS COMPLEX LLC

NOTICE TO BUYER

SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGEMENT

Buyer hereby acknowledges that:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE: _____ DATE: _____
BUYER: _____ BUYER: _____

SELLER'S INITIALS: [Signature] DATE: 10/18/11 SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY**
(Continued)

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BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

DATE: _____ DATE: _____
BUYER: _____ BUYER: _____

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

DATE: _____ DATE: _____
BUYER: _____ BUYER: _____

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

The KID did a Survey

SELLER'S INITIALS: *dm* DATE: *10/18/11* SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

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(Continued)

II. BUYER'S ACKNOWLEDGEMENT

Buyer hereby acknowledges that:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE: _____ DATE: _____

BUYER: _____ BUYER: _____

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

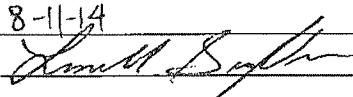
DATE: _____ DATE: _____

BUYER: _____ BUYER: _____

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

DATE: 8-11-14 _____ DATE: _____

BUYER:  _____ BUYER: _____

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

SELLER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ DATE: _____



**First ADDENDUM/AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated 12/9/14
(the "Agreement"), between Lionell Singleton and/or Assigns
("Seller"), and The Mac Sports Complex LLC
("Buyer"), regarding the sale of the Property known as: TBD Rio Grande, Kennewick WA (the "Property").

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

Purchaser to convert earnest money note dated 8/13/14 to cash deposit to be held in trust.

The feasibility period will be extended December 11, 2014 to February 11, 2015

Purchaser to pay additional \$5,000.00 non-refundable in form of cashier's check to extend closing to May 1, 2015.

Credit will be given to Purchaser for a total of \$10,000.00 at closing toward the purchase price of the property.

No other terms of the agreement shall be changed.

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged.

INITIALS: BUYER _____ DATE _____ SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____

Not signed

Replaced with Third Addendum

Commercial Brokers Association
2011
ALL RIGHTS RESERVED

CBA

CBA Form PSA
Addendum/Amendment to PSA
Rev. 1/2011
Page 1 of 1

Second ADDENDUM/AMENDMENT TO
PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 8, 2014
(the "Agreement"), between The Mac Sports Complex LLC
("Seller"), and Lionell Singleton &/or Assigns
("Buyer"), regarding the sale of the Property known as: 132992000013008 & 132992000013006, W. Rio Grande
Ave., Kennewick, WA (the "Property").

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

- 1. FEASIBILITY & FINANCING CONTINGENCIES:** *The Feasibility and Financing Contingencies are hereby extended to May 31, 2015.*
- 2. CLOSING:** *Closing is extended to no later than June 30, 2015 and shall be contingent upon a simultaneous closing of a parcel of land Buyer is purchasing from the Port of Kennewick as described on their Commercial Purchase & Sale Agreement dated (insert date), which closing shall occur on the same day and immediately before the closing of this purchase & sale.*
- 3. ASSIGNMENT:** *Buyer hereby assigns all of its rights and obligations in this Purchase & Sale Agreement to the Port of Kennewick. Seller hereby waives all of its rights against Buyer and accepts the Port of Kennewick as Buyer for this purchase & sale.*

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged.

INITIALS: BUYER _____ DATE _____ SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____

Not signed

Replaced with Third Addendum

Commercial Brokers Association
2011
ALL RIGHTS RESERVED

CBA

CBA Form PSA
Addendum/Amendment to PSA
Rev. 1/2011
Page 1 of 1

Second ADDENDUM/AMENDMENT TO
PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 8, 2014
(the "Agreement"), between The Mac Sports Complex LLC
("Seller"), and Lionell Singleton &/or Assigns
("Buyer"), regarding the sale of the Property known as: 132992000013008 & 132992000013006, W. Rio Grande
Ave., Kennewick, WA (the "Property").

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

- 1. FEASIBILITY & FINANCING CONTINGENCIES:** *The Feasibility and Financing Contingencies are hereby extended to May 31, 2015.*
- 2. CLOSING:** *Closing is extended to no later than June 30, 2015 and shall be contingent upon a simultaneous closing of a parcel of land Buyer is purchasing from the Port of Kennewick as described on their Commercial Purchase & Sale Agreement dated (insert date), which closing shall occur on the same day and immediately before the closing of this purchase & sale.*
- 3. ASSIGNMENT:** *Buyer hereby assigns all of its rights and obligations in this Purchase & Sale Agreement to the Port of Kennewick. Seller hereby waives all of its rights against Buyer and accepts the Port of Kennewick as Buyer for this purchase & sale.*

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged.

INITIALS: BUYER _____ DATE _____ SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____

PROMISSORY NOTE

\$ 10,000.00

January 28, 2015

Date

Kennewick, Washington

City, State

FOR VALUE RECEIVED, Port of Kennewick

hereinafter "Maker" promises to pay to Lionell Singleton

hereinafter "Holder" or order at Cascade Title Company, Kennewick, Washington

or other such place as may be designated by the Holder from time to time, the principal sum of
Ten Thousand and 00/100

Dollars (\$ 10,000.00), ~~with interest thereon from~~ day of
~~on the unpaid principal at the rate of~~
~~percent () per annum~~ as follows:

1. INSTALLMENT PAYMENTS: Maker shall pay, (check one)

- a. ☒ **NO INSTALLMENTS.** No installment payments are required.
- b. ☐ **PRINCIPAL and INTEREST INSTALLMENTS** of _____
_____ Dollars (\$_____).
- c. ☐ **INTEREST ONLY PAYMENTS** on the outstanding principal balance.

(The following must be completed if "b" or "c" is checked)

The installment payments shall begin on the _____ day of _____

and shall continue on the _____ day of each succeeding: (check one)

- ☐ calendar month ☐ third calendar month ☐ sixth calendar month ☐ twelfth calendar month
- ☐ Other: _____

2. **DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on 30th day of June, 2015 or before per Exhibit A.
3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of zero percent (0%) per annum (18% if not filled in) OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.
4. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
5. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
6. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
7. **LATE CHARGE:** If Holder receives any installment payment more than _____ days (15 days if not filled in) after its due date, then a late payment charge of \$_____, or _____ percent (_____%) of the installment payment (5% of the installment payment if neither is filled in) shall be added to the scheduled payment.
8. **DUE ON SALE: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

Maker (Initials)

Holder (Initials)

9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within _____ days (30 days if not filled in) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.
10. **ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
11. **WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.
12. **NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
13. **SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

14. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
15. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
16. **EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
17. **COMMERCIAL PROPERTY:** (*OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note*) Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

Maker (Initials)

Holder (Initials)

ORAL AGREEMENTS: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

18. **DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

19. **ADDITIONAL TERMS AND CONDITIONS:** (check one)

a. ☐ NONE

OR

b. ☒ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither a or b is checked, then option "a" applies)

20. **THIS NOTE IS SECURED BY** ☐ **DEED OF TRUST,** ☐ **MORTGAGE,**
☒ Tax Parcel 132992000013008 **OF EVEN DATE.**

Maker (signatures)

Maker's address for all notices given by Holder under this Note:

Port of Kennewick

350 Clove Island Dr., Kennewick, WA 99336

DO NOT DESTROY THIS NOTE

WHEN PAID this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

LPB 28A-05
Page 3 of 3

EXHIBIT A
ADDENDUM TO PROMISSORY NOTE FROM PORT OF KENNEWICK

The Due Date for payment in full of the Promissory Note is anticipated to be June 30, 2015; however, said payment shall be made on the date of closing of a purchase & sale of a parcel of land from the Port of Kennewick to Lionell Singleton and/or Assigns as described on a Commercial Purchase & Sale Agreement between the parties dated (insert Date).

John L. Scott®

REAL ESTATE TRI-CITIES PASCO

John L. Scott Tri Cities
Pasco
5109 N Road 68 Ste E
Pasco, WA 99301
Phone: 509 547-5542
Fax: 509 547-9336

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CBA Form PSA
NWMLS Form No. 34
Addendum/Amendment to P & S
Rev. 12/99
Page 1 of 1

CBA

**ADDENDUM/AMENDMENT TO
PURCHASE AND SALE AGREEMENT**
CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

The following is part of the Purchase and Sale Agreement dated August 8, 2014. This is the Third
Addendum/Amendment.

Between The Mac Sports Complex LLC ("Seller")

And Lionell Singleton &/or Assigns ("Buyer")

regarding the sale of the Property known as: TBA Rio Grande Parcel Numbers 132992000013008 &
132992000013006

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

1. PURCHASE PRICE: Purchase Price for the Property is changed to Nine Hundred Fifty Thousand and 00/100
Dollars (\$950,000.00)

2. FEASIBILITY & FINANCING CONTINGENCIES: The Feasibility and Financing Contingencies are hereby extended
to May 31, 2015.

3. CLOSING: Closing is extended to no later than July 15, 2015 and shall be contingent upon a simultaneous closing
of a parcel of land the Buyer is purchasing from the Port of Kennewick as described and approved in the official
minutes by the Commissioners on February 10, 2015. Closing of said property shall occur on the same day and
immediately before the closing of this purchase and sale.

4. ASSIGNMENT: Buyer hereby assigns all of its rights and obligations in this Purchase and Sale Agreement to the
Port of Kennewick as Buyer for this purchase and sale.

5. EARNEST MONEY: The Earnest Money to accompany this Addendum/Amendment shall be Five Thousand and
00/100 Dollars (\$5,000.00) to be made out to John L. Scott Tri Cities Pasco Trust Account (Refundable) and an
additional Five Thousand and 00/100 Dollars (\$5,000.00) to be made out to The Mac Sports Complex LLC (Non-
Refundable) both should be in the form of a Cashiers Check. Credit shall be given to the Buyer at time of closing.

6. All other terms or conditions shall remain in force.

AGENT (COMPANY): _____ By: _____

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

INITIALS: Buyer _____ Date _____ Seller Jm Date 2-5-2015
Buyer _____ Date _____ Seller Cjm Date 2-5-2015

*Seller releases Lionell Singleton from any
obligation regarding this purchase & sale.*

Total Earnest Money shall be \$10,000.00

*Jm
Cjm*

COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

1. **PARTIES.** THIS AGREEMENT is made and effective on the _____ day _____, 2015, by and between the

**Port of Kennewick
A Washington Municipal Corporation
350 Clover Island Drive, Suite 200
Kennewick, Washington 99336**

hereinafter "Seller", and

Lionell Singleton

hereinafter "Purchaser".

2. **PROPERTY.** The Seller agrees to sell, and the Purchaser agrees to purchase, upon the terms and conditions herein specified, that certain real property located at 480 N. Quay, Kennewick, Benton County, State of Washington, comprising 6.37 +/- acres legally described in Exhibit "A" attached hereto and incorporated hereby reference (hereinafter referred to as the "Property").

Tax Parcel No.: 132994012843001

3. **PURCHASE PRICE.** The total purchase price is Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00). The Purchase Price shall be paid all in cash at Closing.

4. **EARNEST MONEY.** No earnest money shall be required to be paid by Purchaser. This Agreement shall be promptly delivered by Seller to the Closing Agent hereinafter designated for the benefit of the parties.

5. **TITLE INSURANCE.** The Seller shall provide Purchaser with a standard form owner's policy of title insurance in the amount of the purchase price. The title policy to be issued shall contain no exceptions other than those provided in said standard form plus encumbrances or defects approved by Purchaser as provided below.

As soon as reasonably possible after escrow is opened Purchaser shall be furnished with a preliminary commitment therefore issued by Cascade Title Company. Said preliminary commitment shall include legible copies of all documents forming the basis for any special exception set forth.

6. **CONTINGENCIES.** The following contingencies apply to this transaction:

6.1 Sequential Closings. The closing of this transaction is contingent upon sequential closings, as follows:

a. **Real Estate Contract Closing.** The Parties, unless agreed otherwise, will, on the same day and immediately following the closing of this transaction, close the Commercial Purchase and Sale Agreement between the Parties dated _____ for the sale of an adjacent 3.52 +/- acre parcel under real estate contract; and,

b. **Port's Purchase of Mac Sports Parcels.** On the same day and immediately following the closing of this transaction, the Port and The Mac Sports Complex LLC shall close on the Port's purchase of real property from The Mac Sports Complex LLC as described in the Commercial Purchase and Sale Agreement dated August 8, 2014 by and between Lionell Singleton and The Mac Sports Complex LLC and as that Agreement was assigned by Lionell Singleton to the Port under the Assignment Agreement dated _____. The failure to close the real estate contract set forth in paragraph a. above shall not affect the closing of the Port's purchase of the Mac Sports Parcels.

6.2 Purchaser's Contingencies. Purchaser's obligation to purchase the Property shall be contingent upon the following:

a. **Financing.** The Purchaser obtaining satisfactory financing, as determined by Purchaser in the Purchaser's sole discretion. Purchaser shall apply for financing within ten (10) days of the effective date of this Agreement. If Purchaser has not obtained financing satisfactory to Purchaser prior to closing, this Agreement shall terminate.

b. **Condition of Title.** Title is to be free of all encumbrances or defects except those approved by Purchaser. The Purchaser shall be considered to have accepted the condition of title unless the Purchaser provides notice of specific written objections within ten (10) business days after Purchaser's receipt of a preliminary commitment as provided for above. If the Seller is not able to provide title in accordance with the Purchaser's written objections prior to closing, this Agreement shall terminate and earnest money shall be refunded, unless the Purchaser waives this right.

c. **Approval of Seller's Disclosure Statements.** Purchaser shall have ten (10) business days to review Seller's Disclosure Statements. This contingency shall be deemed waived or satisfied unless Purchaser provides written notice to the contrary within said ten (10) business days. If Purchaser provides such notice, this Agreement shall terminate and the earnest money shall be refunded.

d. **Feasibility Determination/Environmental Due Diligence.** For a period from the date of this Agreement through May 31, 2015, Purchaser may engage consultants or engineers of the Purchaser's choosing to conduct surveys,

site studies and tests of the Property as the Purchaser deems necessary. The Purchaser or its agents shall have the right to enter the Property at reasonable times to make such tests, inspections, studies and other investigations as the Purchaser may require, at the Purchaser's expense and risk. During its investigation of the Property, Purchaser shall also have the right to determine if the Property is suitable for Purchaser's contemplated use. Purchaser and its agents shall have full access to the Property for the purpose of conducting Purchaser's inspections and evaluation. Purchaser's feasibility study shall include environmental due diligence. The Purchaser shall indemnify and hold the Seller harmless from any loss, damage or claim arising out of the Purchaser's access to the Property for purposes of making tests, inspections, studies and other investigations. This contingency shall be deemed waived or satisfied unless Purchaser provides written notice to Seller prior to May 31, 2015 to the contrary, in which case this Agreement shall terminate, and earnest money shall be refunded. If this transaction fails to close due to a default by Purchaser, Purchaser shall immediately deliver to Seller copies of any studies or inspections, appraisals or surveys and any and all information which either the Purchaser or Purchaser's consultants have obtained in connection with the feasibility study.

Seller hereby grants Purchaser and its/his agents to go upon the property for purposes of inspection and Purchaser hereby agrees to defend, indemnify and hold Seller harmless from any injury to person or property while performing such inspections.

e. **Survey.** Surveys have been conducted on the Property and a copy of each survey has been provided to the Purchaser. This contingency shall be deemed waived or satisfied unless Purchaser provides written notice to the contrary within ten (10) business days from the date of this Agreement.

f. **Boundary Line Adjustment and Re-Zone.** Prior to closing, the Seller, at its costs and expense, shall a) perform a boundary line adjustment to straighten the boundary line between the Property and the adjacent 3.52 +/- parcel being purchased by Purchaser, and b) cause the Property to be re-zoned to Business Park "BP".

If this purchase and sale does not close due to any of the Purchaser's contingencies above, Purchaser shall receive a full refund of any and all Earnest Money paid.

7. CONDITION OF PROPERTY/"AS IS" SALE. Except as otherwise expressly set forth in this Agreement, Seller makes no representations or warranties and shall not in any way be liable for any representations or warranties, including, without limitation, representations and warranties concerning (a) the physical condition of the Property (including, without limitation, the environmental condition, condition of the soils and groundwater conditions); (b) the Property's suitability for Purchaser's intended use; (c) any applicable building, zoning or fire laws or regulations or compliance therewith or any

required permits of any governmental entities or agencies or compliance therewith; (d) the availability or existence of any water, sewer or other utilities (public or private). Purchaser acknowledges that Purchaser is relying on its own examination and inspection of the physical condition of the Property and all matters relating thereto. Seller shall have no obligation to make any repairs to the Property, and Purchaser shall accept the property in its "as is" condition at closing. Purchaser shall assume, as of closing, the responsibility for and risk of all defects and conditions of the Property, including any defects and conditions that cannot be observed by casual inspection.

8. RISK OF LOSS. Risk of loss or damage to the Property or any part thereof prior to closing shall be assumed by the Seller. If such loss or damage occurs prior to closing this Agreement shall terminate and the earnest money shall be returned to the Purchaser.

9. CLOSING.

9.1 Closing Agent. This transaction shall be closed by Cascade Title Company ("Closing Agent").

9.2 Closing Costs. Closing costs shall be allocated as follows:

Seller

Excise Tax, if any
Standard Title Insurance Policy Premium
½ Closing Fee Costs

Purchaser

Recording Fees
½ Closing Fee Costs
Excess title insurance policy premium attributable to any extended coverage
or endorsements requested by Buyer and the cost of any survey
required in connection with same

Other incidental closing costs shall be paid and/or allocated in accordance with local practice.

9.3 Items to be Prorated. Taxes and assessments for the current year, water and other utilities constituting liens shall be prorated as of date of closing.

9.4 Closing Date - Possession. This transaction shall be closed when all contingencies have been satisfied but in any event no later than July 15, 2015. "Closing" shall be the date on which all documents are recorded and funds are available for disbursement.

9.5 Conveyance. At Closing Seller shall deliver to Purchaser a Statutory Warranty Deed, free of any encumbrance or defect except those set forth in the preliminary commitment as set forth above.

9.6 Assignment. Neither this Agreement nor the rights hereunder shall be assigned without the prior written consent of Seller, which consent shall not be unreasonably withheld.

10. REPURCHASE OPTION.

This section intentionally omitted.

11. Notices. All notices required by this Agreement shall be considered properly delivered when (1) personally delivered, (2) when transmitted by facsimile showing date and time of transmittal, or (3) sent by regular overnight courier, delivered or mailed by U.S. registered or certified mail, return receipt requested, and, if mailed, shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Purchaser: Lionell Singleton
Address: P.O. Box 3392
Pasco, WA 99301
Phone No.: 786-281-3154
Email: lionellsing22@gmail.com

Seller: Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336
Attn: Tim Arntzen, Executive Director
Phone No.: (509)586-1186
Fax No.: (509)582-7678

With copy to: Lucinda J. Luke
Carney Badley Spellman, P.S.
701 Fifth Avenue, Suite 3600
Seattle, WA 98104-7010
Phone No.: (206) 607-4111
Fax No.: (206)467-8215
Email: luke@carneylaw.com

Terry Blankenship
Eastside Commercial Properties, LLC
8905 Gage Blvd., Suite 209
Kennewick, WA 99336
Phone No.: (509)783-1107 (office)
Mobile: (509)948-9953

12. MISCELLANEOUS.

12.1 Confidentiality. Both parties agree that until and unless closing has been consummated, Purchaser and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. The Purchaser acknowledges that the Seller, as a public entity, is required to comply with the Open Public Meetings Act and the Public Records Act.

Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party, except as may be required by law.

12.2 Default Remedies. If either party defaults under this Agreement, the non-defaulting party may seek specific performance of this Agreement, damages or any other remedy available at law or equity, provided, however, that the non-defaulting party must, within ninety (90) days from the scheduled closing or from the date of default, whichever is earlier, submit its claim to be arbitrated as set forth in 12.3 below. Additionally, the monies held in escrow as reimbursement of Purchaser's earnest money paid under the Commercial Purchase and Sale Agreement dated August 8, 2014, as assigned to the Seller under the Assignment Agreement dated _____, shall be paid out to Seller by escrow agent. Such payment shall not limit the remedies Seller may seek in the event of Purchaser's default.

12.3 Dispute Resolution/Attorney's Fees. In the event of any claim or dispute arising under this Agreement, the parties agree to submit the same to arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of, and upon seven (7) days' notice from either party.

The arbitrator so appointed shall be a retired superior court judge or an attorney having at least ten years' experience in matters similar to the subject of the claim or dispute.

The court may establish the ground rules by which the initial arbitrator fees are to be paid. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The arbitrator shall determine an award of reasonable attorneys' fees to the substantially prevailing party. If any suit or other proceeding is instituted by either party that is alleged not to come within the foregoing agreement for arbitration, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred.

12.4 Time of Essence. Time is of the essence of this Agreement.

12.5 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the

designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific [Daylight] Time.

12.6 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Washington. Jurisdiction and venue of any suit arising out of or related to this Agreement shall be exclusively in Benton County Superior Court, Benton County, State of Washington.

12.7 Authority to Execute Agreement. Each of the undersigned represents and warrants that, if not signing on his own behalf, he has the authority to bind the entity for which he/she is executing this Agreement.

12.8 Entire Agreement. There are no verbal or other agreements which modify or affect this Agreement, and Purchaser and Seller acknowledge that this Agreement constitutes the full and complete understanding between Purchaser and Seller.

12.9 Amendments. This Commercial Real Estate Purchase and Sale Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.

12.10 Broker Compensation. Both Purchaser and Seller warrant to the other that it has not incurred a brokerage commission for which the other party would be responsible as it relates to this Commercial Real Estate Purchase and Sale Agreement.

If any broker or finder perfects a claim for a commission or finder's fee based upon any other 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.

12.11 Obligations to Survive Closing. The obligations contained herein shall survive closing.

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

Port of Kennewick,
A Washington Municipal Corporation
By Authority of its Board of Commissioners

By: _____
Tim Arntzen, Executive Director

Lionell Singleton

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)

COUNTY OF BENTON) ss.

On this ____ day of _____, 2015 before me personally appeared **Tim Arntzen** to me known to be the **Executive Director** of the **Port of Kennewick**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Print Name)
Notary Public in and for the State of
Washington, Residing at: _____
My Commission Expires: _____

EXHIBIT A

(Legal Description)

Section 32, Township 9, Range 29, Quarter SE; Short Plat 2843, Lot A, recorded 12-20-2004 under Auditor's File No. 2004-044242, recorded in Volume 1 of Short Plats, page 2843, records of Benton County, Washington.

Benton County Tax Parcel No. 132994012843001

COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

1. **PARTIES.** THIS AGREEMENT is made and effective on the _____ day _____, 2015, by and between the

**Port of Kennewick
A Washington Municipal Corporation
350 Clover Island Drive, Suite 200
Kennewick, Washington 99336**

hereinafter "Seller", and

Lionell Singleton

hereinafter "Purchaser".

2. **PROPERTY.** The Seller agrees to sell, and the Purchaser agrees to purchase, upon the terms and conditions herein specified, that certain real property located at 460 N. Quay, Kennewick, Benton County, State of Washington, comprising 3.52 +/- acres legally described in Exhibit "A" attached hereto and incorporated hereby reference (hereinafter referred to as the "Property").

Tax Parcel No.: 132994012843002

3. **PURCHASE PRICE.** The total purchase price is Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00). The Purchase Price, less any Earnest Money deposit applied as down payment, shall be carried by Seller upon closing pursuant to the terms of a real estate contract in the form attached hereto as Exhibit "B".

4. **EARNEST MONEY.** Receipt is hereby acknowledged of Seventeen Thousand Five Hundred and NO/100 Dollars (\$17,500.00) delivered as earnest money. Earnest money shall be applied as a down payment on the real estate contract purchase price at closing. This Agreement shall be promptly delivered by Seller to the Closing Agent hereinafter designated for the benefit of the parties.

5. **TITLE INSURANCE.** The Seller shall provide Purchaser with a standard form owner's policy of title insurance in the amount of the purchase price. The title policy to be issued shall contain no exceptions other than those provided in said standard form plus encumbrances or defects approved by Purchaser as provided below.

As soon as reasonably possible after escrow is opened Purchaser shall be furnished with a preliminary commitment therefore issued by Cascade Title Company. Said preliminary commitment shall include legible copies of all documents forming the basis for any special exception set forth.

6. CONTINGENCIES. The following contingencies apply to this transaction:

6.1 Sequential Closings. The closing of this transaction is contingent upon sequential closings, as follows:

a. **Real Estate Closing.** On the same day and immediately prior to the closing of this transaction the Parties shall close the Commercial Purchase and Sale Agreement between the Parties for the cash sale of an adjacent 6.37 +/- acre parcel as set forth in the Commercial Real Estate Purchase and Sale Agreement between the parties dated _____; and,

b. **Port's Purchase of Mac Sports Parcels.** On the same day and immediately following the closing of this transaction, the Port and The Mac Sports Complex LLC shall close on the Port's purchase of real property from The Mac Sports Complex LLC as described in the Commercial Purchase and Sale Agreement dated August 8, 2014 by and between Lionell Singleton and The Mac Sports Complex LLC and as that Agreement was assigned by Lionell Singleton to the Port under the Assignment Agreement dated _____. The failure to close the real estate contract set forth in paragraph a. above shall not affect the closing of the Port's purchase of the Mac Sports Parcels.

6.2 Purchaser's Contingencies. Purchaser's obligation to purchase the Property shall be contingent upon the following:

a. **Financing.** The Purchaser obtaining satisfactory financing for his purchase of the adjacent 6.37 +/- acre parcel, as determined by Purchaser in the Purchaser's sole discretion. If Purchaser has not obtained such financing satisfactory to Purchaser prior to closing, this Agreement shall terminate.

b. **Condition of Title.** Title is to be free of all encumbrances or defects except those approved by Purchaser. The Purchaser shall be considered to have accepted the condition of title unless the Purchaser provides notice of specific written objections within ten (10) business days after Purchaser's receipt of a preliminary commitment as provided for above. If the Seller is not able to provide title in accordance with the Purchaser's written objections prior to closing, this Agreement shall terminate and earnest money shall be refunded, unless Purchaser waives this right.

c. **Approval of Seller's Disclosure Statements.** Purchaser shall have ten (10) business days to review Seller's Disclosure Statements. This contingency shall be deemed waived or satisfied unless Purchaser provides written notice to the contrary within said ten (10) business days. If Purchaser provides such notice, this Agreement shall terminate and the earnest money shall be refunded.

d. **Feasibility Determination/Environmental Due Diligence.** For a period from the date of this Agreement through May 31, 2015 Purchaser may engage consultants or engineers of the Purchaser's choosing to conduct surveys, site studies

and tests of the Property as the Purchaser deems necessary. The Purchaser or its agents shall have the right to enter the Property at reasonable times to make such tests, inspections, studies and other investigations as the Purchaser may require, at the Purchaser's expense and risk. During its investigation of the Property, Purchaser shall also have the right to determine if the Property is suitable for Purchaser's contemplated use. Purchaser and its agents shall have full access to the Property for the purpose of conducting Purchaser's inspections and evaluation. Purchaser's feasibility study shall include environmental due diligence. The Purchaser shall indemnify and hold the Seller harmless from any loss, damage or claim arising out of the Purchaser's access to the Property for purposes of making tests, inspections, studies and other investigations. This contingency shall be deemed waived or satisfied unless Purchaser provides written notice to the contrary on or before May 31, 2015, in which case this Agreement shall terminate, and earnest money shall be refunded. If this transaction fails to close due to a default by Purchaser, Purchaser shall immediately deliver to Seller copies of any studies or inspections, appraisals or surveys and any and all information which either the Purchaser or Purchaser's consultants have obtained in connection with the feasibility study.

Seller hereby grants Purchaser and its/his agents to go upon the property for purposes of inspection and Purchaser hereby agrees to defend, indemnify and hold Seller harmless from any injury to person or property while performing such inspections.

e. **Survey.** Surveys have been conducted on the Property and a copy of each survey has been provided to the Purchaser. This contingency shall be deemed waived or satisfied unless Purchaser provides written notice to the contrary within ten (10) business days from the date of this Agreement.

f. **Boundary Line Adjustment.** Prior to closing, the Seller, at its costs and expense, shall a) perform a boundary line adjustment to straighten the boundary line between the Property and the adjacent 6.37 +/- parcel being purchased by Purchaser.

If this purchase and sale does not close due to any of Purchaser's contingencies above, Purchaser shall receive a full refund of any and all Earnest Money paid.

7. CONDITION OF PROPERTY/"AS IS" SALE. Except as otherwise expressly set forth in this Agreement, Seller makes no representations or warranties and shall not in any way be liable for any representations or warranties, including, without limitation, representations and warranties concerning (a) the physical condition of the Property (including, without limitation, the environmental condition, condition of the soils and groundwater conditions); (b) the Property's suitability for Purchaser's intended use; (c) any applicable building, zoning or fire laws or regulations or compliance therewith or any required permits of any governmental entities or agencies or compliance therewith; (d) the availability or existence of any water, sewer or other utilities (public or private). Purchaser acknowledges that Purchaser is relying on its own examination and inspection of the physical condition of the Property and all matters relating thereto.

Seller shall have no obligation to make any repairs to the Property, and Purchaser shall accept the property in its "as is" condition at closing. Purchaser shall assume, as of closing, the responsibility for and risk of all defects and conditions of the Property, including any defects and conditions that cannot be observed by casual inspection.

8. RISK OF LOSS. Risk of loss or damage to the Property or any part thereof prior to closing shall be assumed by the Seller. If such loss or damage occurs prior to closing this Agreement shall terminate and the earnest money shall be returned to the Purchaser.

9. CLOSING.

9.1 Closing Agent. This transaction shall be closed by Cascade Title Company ("Closing Agent").

9.2 Closing Costs. Closing costs shall be allocated as follows:

Seller

Excise Tax, if any
Standard Title Insurance Policy Premium
½ Closing Fee Costs

Purchaser

Recording Fees
½ Closing Fee Costs
Excess title insurance policy premium attributable to any extended coverage or endorsements requested by Buyer and the cost of any survey required in connection with same

Other incidental closing costs shall be paid and/or allocated in accordance with local practice.

9.3 Items to be Prorated. Taxes and assessments for the current year, water and other utilities constituting liens shall be prorated as of date of closing.

9.4 Closing Date - Possession. This transaction shall be closed when all contingencies have been satisfied but in any event no later than July 15, 2015. "Closing" shall be the date on which all documents are recorded and funds are available for disbursement.

9.5 Conveyance. At Closing Seller shall deliver into escrow a warranty deed and a signed copy of the real estate contract.

9.6 Assignment. Neither this Agreement nor the rights hereunder shall be assigned without the prior written consent of Seller, which consent shall not be unreasonably withheld.

10. REPURCHASE OPTION.

This section intentionally omitted.

11. Notices. All notices required by this Agreement shall be considered properly delivered when (1) personally delivered, (2) when transmitted by facsimile showing date and time of transmittal, or (3) sent by regular overnight courier, delivered or mailed by U.S. registered or certified mail, return receipt requested, and, if mailed, shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Purchaser: Lionell Singleton
Address: P.O. Box 3392
Pasco, WA 99301
Phone No.: 786-281-3154
Email: lionellsing22@gmail.com

Seller: Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336
Attn: Tim Arntzen, Executive Director
Phone No.: (509)586-1186
Fax No.: (509)582-7678

With copy to: Lucinda J. Luke
Carney Badley Spellman, P.S.
701 Fifth Avenue, Suite 3600
Seattle, WA 98104-7010
Phone No.: (206) 607-4111
Fax No.: (206)467-8215
Email: luke@carneylaw.com

Terry Blankenship
Eastside Commercial Properties, LLC
8905 Gage Blvd., Suite 209
Kennewick, WA 99336
Phone No.: (509)783-1107 (office)
Mobile: (509)948-9953
Fax No.: (509)783-1117
Email: terry@eastsidecre.com

12. MISCELLANEOUS.

12.1 Confidentiality. Both parties agree that until and unless closing has been consummated, Purchaser and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. The Purchaser acknowledges that the Port, as a public entity, is required to comply with the Open Public Meetings Act and the Public Records Act. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party, except as may be required by law.

12.2 Default Remedies. In the event Purchaser fails, without legal excuse, to complete the purchase of the Property, then Seller may terminate this Agreement and keep the earnest money as liquidated damages as the sole and exclusive remedy available to Seller for such failure. If Seller fails, without legal excuse, to complete the sale of the Property, then as Purchaser's sole remedy, Purchaser may (a) terminate this Agreement and recover all earnest money paid by Purchaser whether or not the same are identified as refundable or applicable to the purchase price; or (b) submit a claim to arbitration as set forth in paragraph 12.3 below seeking to specifically enforce this Agreement and recover damages as provided by law, provided, however, Purchaser must request arbitration within sixty (60) days from the scheduled date of closing or from the date Seller has informed Purchaser in writing that Seller will not proceed with closing, whichever is earlier.

12.3 Dispute Resolution/Attorney's Fees. In the event of any claim or dispute arising under this Agreement, the parties agree to submit the same to arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of, and upon seven (7) days' notice from either party.

The arbitrator so appointed shall be a retired superior court judge or an attorney having at least ten years' experience in matters similar to the subject of the claim or dispute.

The court may establish the ground rules by which the initial arbitrator fees are to be paid. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The arbitrator shall determine an award of reasonable attorneys' fees to the substantially prevailing party. If any suit or other proceeding is instituted by either party that is alleged not to come within the foregoing agreement for arbitration, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred.

12.4 Time of Essence. Time is of the essence of this Agreement.

12.5 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which

the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific [Daylight] Time.

12.6 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Washington. Jurisdiction and venue of any suit arising out of or related to this Agreement shall be exclusively in Benton County Superior Court, Benton County, State of Washington.

12.7 Authority to Execute Agreement. Each of the undersigned represents and warrants that, if not signing on his own behalf, he has the authority to bind the entity for which he/she is executing this Agreement.

12.8 Entire Agreement. There are no verbal or other agreements which modify or affect this Agreement, and Purchaser and Seller acknowledge that this Agreement constitutes the full and complete understanding between Purchaser and Seller.

12.9 Amendments. This Commercial Real Estate Purchase and Sale Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.

12.10 Broker Compensation. Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount of Twenty-four Thousand Five Hundred and NO/100 Dollars (\$24,500.00) to Terry Blankenship of Eastside Commercial Properties, LLC. Both Purchaser and Seller warrant to the other that it has not incurred any other brokerage commission for which the other party would be responsible as it relates to this Commercial Real Estate Purchase and Sale Agreement.

If any broker or finder perfects a claim for a commission or finder's fee based upon any other 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.

12.11 Obligations to Survive Closing. The obligations contained herein shall survive closing.

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this _____ day of _____, 2015, before me personally appeared **Lionell Singleton**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____(Print Name)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

EXHIBIT A

(Legal Description)

Section 32, Township 9, Range 29, Quarter SE; Short Plat 2843, Lot B, recorded 12-20-2004 under Auditor's File No. 2004-044242, recorded in Volume 1 of Short Plats, page 2843, records of Benton County, Washington.

Benton County Tax Parcel No. 132994012843002

WHEN RECORDED RETURN TO:

LUCINDA J. LUKE
CARNEY BADLEY SPELLMAN, P.S.
701 FIFTH AVENUE, SUITE 3600
SEATTLE, WA 98104-0701

REAL ESTATE CONTRACT

This is a contract made on the _____ day of _____, 2015 by and between Port of Kennewick, a Washington municipal corporation, hereinafter "Seller", and Lionell Singleton, hereinafter "Purchaser".

The Seller agrees to sell, and the Purchaser agrees to purchase, upon the terms and conditions herein specified, the property in Benton County, State of Washington, described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

Tax Parcel No. 132994012843002

1. Purchase Price: The purchase price is Three Hundred Fifty Thousand and NO/100 Dollars (\$350,000.00), of which Seventeen Thousand Five Hundred and NO/100 Dollars (\$17,500.00) have been paid, the receipt of which is hereby acknowledged. The balance of said purchase price shall be paid as follows:

See Amortization Schedule attached hereto and incorporated herein by reference as Exhibit "B". The Amortization Schedule sets forth a twenty (20) year amortization with annual payments of Twenty-nine Thousand and NO/100 Dollars (\$29,000.00) commencing _____ (twelve (12) months after the date this contract was made). The unpaid balance shall accrue interest at the rate of six percent (6%) per annum. All outstanding principal and interest shall become due and owing on _____ (the seventh anniversary of the date of this contract).

2. Late Charges: If any payment on the purchase price is not made within ten (10) days after the date it is due, Purchaser agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Purchaser after such late charges are due shall be applied to the late charges.

3. Condition of Title: The Seller agrees to furnish a standard form owners policy of title insurance in the amount of the purchase price, certified to the date hereof, showing title in Seller free from encumbrance, except those set forth in the standard form owner's policy of title insurance plus encumbrances or defects approved by the Purchaser. Rights reserved in federal patents or any railroad company deed, or state deeds, building or use restrictions general to the area, existing easements not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions, shall not be deemed encumbrances.

Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

4. Collection Escrow: It is agreed that the warranty deed, a signed copy of this contract shall be placed in escrow at Cascade Title Company, Kennewick, Washington, which is hereby appointed escrow agent. The parties agree to execute standard form escrow instructions currently in use by the designated escrow agent.

5. Possession: The Purchaser shall have possession of said property, on closing, and shall continue in such possession so long as the terms of this contract are fully complied with.

6. Condition of Property: The Purchaser agrees that full inspection of said property has been made and accepts the Property in its "as is" condition and assumes the responsibility for and risk of all defects and conditions of the Property, including defects and condition that cannot be observed by casual inspection.

7. Care and Maintenance of Premises: The Purchaser agrees to:

a. Keep the Property in good and safe condition, and in the same or better condition it is now;

b. To permit the Seller or his agent to enter upon said Property at any reasonable time to inspect the same;

c. To make no improvements upon or changes to the Property without prior written approval of the Seller which such approval shall not be unreasonably withheld; and,

d. To permit no waste on the premises; i.e. make or permit no unlawful, offensive or improper use of the premises or any part thereof.

8. Taxes and Assessments: Purchaser agrees to pay, before delinquency, all taxes and assessments legally levied against the said Property before the same shall become delinquent.

9. Fire and Casualty Insurance: Purchaser will keep the Property insured against loss or damages by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsement available in the State of Washington in an amount equal to or greater than the interest of Seller in the Property, and to pay all premiums for such insurance and deliver all policies and renewals thereof to Seller. All such policies shall provide they cannot be amended or canceled without ten days written notice to Seller and shall contain waiver of subrogation endorsements.

In case of damage or destruction from an insured peril and so long as this contract is not in default, the proceeds of insurance remaining after payment of expenses associated with collecting the proceeds, shall be used to remove extensively damaged improvements, rubble, and other materials not on the property at the time of purchase if such improvements are deemed not to be repairable by Purchaser's insurance carrier covering such improvements, and to return the property to the condition it was at the time of purchase unless otherwise agreed by Seller; provided, however, that Purchaser may supplement said proceeds with additional funds so that said repair or reconstruction of improvements may be accomplished within a reasonable time period but not longer than one year after damage occurred.

10. Liability Insurance: Purchaser agrees to indemnify and save harmless the Seller against any liability, direct or indirect, arising out of the Purchaser's use of the property, or any part thereof, during the term of this contract or any extension thereof, or the Purchaser's occupancy of the property. Purchaser hereby agrees to keep and maintain liability insurance with limits of not less than \$2,000,000 for injury to or death of one person in any one accident or occurrence, and \$2,000,000 against liability for damage to property for each accident or occurrence. Said insurance shall be the primary insurance as respects Seller and not participating with any other available insurance. In no event shall the limits of said policies be considered as limiting the liability of the Purchaser under this contract. All insurance required to be carried by Purchaser hereunder shall be in companies, on forms, and with loss payable clauses satisfactory to Seller, which satisfaction shall not be unreasonable, and copies of policies of such insurance or certificates evidencing such insurance shall be delivered to Seller by Purchaser. The paid up policy with the first year shall be submitted on the date of execution of this contract. No such policy shall be cancelable or amendable except after ten days written notice to Seller.

11. Assignment of Contract: This contract or any interest herein shall not be assigned nor shall the premises, or any portion thereof, be transferred to the possessions of any third party, without the prior written consent of the Seller. Seller may withhold consent to such assignment or transfer at Seller's discretion.

12. Risk of Loss: The Purchaser assumes all risk of loss or damage to the whole or any part of the Property covered by this contract, from any and all causes, and such loss or damage shall not affect any of the obligations of the Purchaser under this contract.

13. Sellers Remedies on Default: If the Purchaser fails to make any payment or fulfill any other material agreement contained in this contract, such failure shall constitute default hereunder, and Seller shall have the following alternative remedies:

a. Suit for delinquencies. Seller may institute suit for any installments or other sums then due and payable under this agreement, together with any sums advanced by Seller for such items as water assessments, taxes, insurance, lienable items, and payment on underlying obligations assumed by Purchaser, together with Seller's reasonable attorney's fees, costs and interest on all sums at the rate of 12% per annum from the date said obligations were advanced or due, as the case may be.

b. Acceleration of Contract Balance. Seller may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect such amounts together with any sums advanced by the Seller for items such as water assessments, taxes, insurance, lienable items, payment on underlying obligations assumed by Purchaser, and other expenses incurred to protect Seller's interest in the property, together with Seller's reasonable attorney's fees, costs and interest at the rate of 12% per annum from the date of each advance. Payment by Purchaser of any judgment obtained by Seller pursuant to this paragraph shall be a condition precedent to the delivery of a deed to said property by Seller or by the escrow agent, if any.

c. Forfeiture. Seller may elect to declare a forfeiture of and cancellation of this contract if payment is not made within ninety (90) days from the time that same is due. Upon such election being made, all rights of Purchaser shall cease and terminate and Seller shall be entitled to take possession of the Property, and all payments made by Purchaser hereunder shall be retained by Seller in liquidation of all damages sustained by said default. Seller may enter into the Property and take possession thereof and Purchaser shall immediately surrender possession. In addition, should it become necessary for Seller to commence a quiet title action or other action in connection with such forfeiture or defend any claim in opposition to such forfeiture, Seller shall be entitled to recover from Purchaser all further costs and attorney's fees incurred therein and in any appeal. If a forfeiture is declared, all payments which, but for the forfeiture that have become due during the ninety day period and all costs and expense including, but not limited to costs of title insurance and title search and a reasonable attorney's fee, incurred by Seller in connection with the default shall be paid by Purchaser. Should Purchaser pay Seller any amount less than all sums required to reinstate the contract, Seller's acceptance of such sums shall not be deemed a waiver of any defaults or constitute a reinstatement of the contract, and any such sums shall be retained by Seller as further liquidated damages should Purchaser remain in default in any respect.

d. Specific Performance. Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder.

The failure of Seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the Purchaser shall be deemed only an indulgence by the Seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of Seller to pursue any of the above remedies for the same or a different breach at

a subsequent time; election of the Seller to utilize any particular remedy to enforce a breach of this contract shall not preclude Seller from electing to use an alternate remedy to enforce a subsequent breach.

16. Attorney Fees to Prevailing Party: If any lawsuit is brought because of any disagreement over performance of this contract, the prevailing party in such litigation shall be entitled to a reasonable attorney's fee, court costs, including title search, in addition to any other award by the court.

17. Notice: Any notice, demand or communication given by either party to this contract to the other party shall be in writing and transmitted to the other party by certified mail, addressed to said party at their address shown below; provided that, either party may change their place of address by written notice to the other party and to escrow agent. The mailing and certifying of any such notice, demand or communication, as herein provided, shall be a sufficient service thereof.

Purchaser: Lionell Singleton
Address: P.O. Box 3392
 Pasco, WA 99301
Phone No.: 786-281-3154
Email: lionellsing22@gmail.com

Seller: Port of Kennewick
 350 Clover Island Drive, Suite 200
 Kennewick, WA 99336
 Attn: Tim Arntzen, Executive Director
Phone No.: 509-586-1186
Fax No.: 509-582-7678

18. Time for Performance: Time is of the essence in performance of any obligations pursuant to this Contract.

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

Seller:
Port of Kennewick,
A Washington Municipal Corporation
By Authority of its Board of Commissioners

By: _____
Tim Arntzen, Executive Director

Lionell Singleton

STATE OF WASHINGTON)

COUNTY OF BENTON

 Notary Public in and for the State of
 Washington, Residing at: _____
 My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this ____ day of _____, 2015, before me personally appeared **Lionell Singleton**, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____(Print Name)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

EXHIBIT A

(Legal Description)

Section 32, Township 9, Range 29, Quarter SE; Short Plat 2843, Lot B, recorded 12-20-2004 under Auditor's File No. 2004-044242, recorded in Volume 1 of Short Plats, page 2843, records of Benton County, Washington.

Benton County Tax Parcel No. 132994012843002

EXHIBIT B

Amortization Schedule

Purchase Price	\$	350,000.00
Down Payment	\$	17,500.00
Loan Amount	\$	332,500.00

Interest Rate 6.00%

Term of Loan (In Years) 20

Annual Payment

Year	Beginning Balance	Payment	Principal Applied	Interest	Remaining Balance
1	\$ 332,500.00	\$ 29,000.00	\$ 9,050.00	\$ 19,950.00	\$ 323,450.00
2	\$ 323,450.00	\$ 29,000.00	\$ 9,593.00	\$ 19,407.00	\$ 313,857.00
3	\$ 313,857.00	\$ 29,000.00	\$ 10,168.58	\$ 18,831.42	\$ 303,688.42
4	\$ 303,688.42	\$ 29,000.00	\$ 10,778.69	\$ 18,221.31	\$ 292,909.73
5	\$ 292,909.73	\$ 29,000.00	\$ 11,425.42	\$ 17,574.58	\$ 281,484.31
6	\$ 281,484.31	\$ 29,000.00	\$ 12,110.94	\$ 16,889.06	\$ 269,373.37
7	\$ 269,373.37	\$ 29,000.00	\$ 12,837.60	\$ 16,162.40	\$ 256,535.77
8	\$ 256,535.77	\$ 29,000.00	\$ 13,607.85	\$ 15,392.15	\$ 242,927.92
9	\$ 242,927.92	\$ 29,000.00	\$ 14,424.33	\$ 14,575.67	\$ 228,503.59
10	\$ 228,503.59	\$ 29,000.00	\$ 15,289.78	\$ 13,710.22	\$ 213,213.81
11	\$ 213,213.81	\$ 29,000.00	\$ 16,207.17	\$ 12,792.83	\$ 197,006.63
12	\$ 197,006.63	\$ 29,000.00	\$ 17,179.60	\$ 11,820.40	\$ 179,827.03
13	\$ 179,827.03	\$ 29,000.00	\$ 18,210.38	\$ 10,789.62	\$ 161,616.65
14	\$ 161,616.65	\$ 29,000.00	\$ 19,303.00	\$ 9,697.00	\$ 142,313.65
15	\$ 142,313.65	\$ 29,000.00	\$ 20,461.18	\$ 8,538.82	\$ 121,852.47
16	\$ 121,852.47	\$ 29,000.00	\$ 21,688.85	\$ 7,311.15	\$ 100,163.62
17	\$ 100,163.62	\$ 29,000.00	\$ 22,990.18	\$ 6,009.82	\$ 77,173.44
18	\$ 77,173.44	\$ 29,000.00	\$ 24,369.59	\$ 4,630.41	\$ 52,803.84
19	\$ 52,803.84	\$ 29,000.00	\$ 25,831.77	\$ 3,168.23	\$ 26,972.08
20	\$ 26,972.08	\$ 28,590.40	\$ 26,972.08	\$ 1,618.32	\$ (0.00)
Grand Totals		\$ 579,590.40	\$ 332,500.00	\$ 247,090.40	