

RESOLUTION 2025 - 30

A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF SUNNYSIDE AND F&M INVESTMENTS LLC FOR THE SALE OF APPROXIMATELY 77 ACES OF CITY-OWNED PROPERTY LOCATED AT 2920 OUTLOOK ROAD.

WHEREAS, the City of Sunnyside owns approximately 77 acres of land located at 2920 Outlook Road (Yakima County Parcel Nos. 22102712006 and the eastern portion of 22102721001); and

WHEREAS, the City Council has determined that the sale of this land is in the best interest of the community and consistent with the City's long-term development goals; and

WHEREAS, NAI Tri-Cities, acting on behalf of the City, has successfully negotiated a Purchase and Sale Agreement with F&M Investments LLC for the purchase of said property in the amount of \$1,700,000; and

WHEREAS, the Buyer has a successful track record in residential development, having completed the nearby Harvest Valley Estates project, and intends to develop the 77 acres into a high-quality residential neighborhood; and

WHEREAS, the sale of this property will contribute to Sunnyside's much-needed housing stock, create economic development opportunities, and enhance the City's future tax base and overall economic future; and

WHEREAS, the transaction includes reasonable protections for the City, including a feasibility contingency period, engineering review provisions, and full release of earnest money upon approval of development feasibility by the City; and

WHEREAS, the proposed sale aligns with the City's land use plans and supports responsible, community-focused development;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON:

SECTION 1. The City Council hereby approves the Purchase and Sale Agreement between the City of Sunnyside and F&M Investments LLC for the sale of approximately 77 acres of city-owned property located at 2920 Outlook Road, as substantially set forth in the attached agreement.

SECTION 2. The City Manager is hereby authorized to execute the Purchase and Sale Agreement and any necessary supporting documents to carry out the intent of this Resolution.

SECTION 4. The City Clerk is authorized to make the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

SECTION 5. Effective Date. This Resolution shall be effective upon passage, approval and signatures heron in accordance with law.

PASSED this 12th day of May, 2025.



DEAN BROERSMA, MAYOR

ATTEST:



JACQUELINE RENTERIA, CITY CLERK

**APPROVED AS TO FORM:
MENKE JACKSON BEYER, LLP**



BY: QUINN N. PLANT
CITY ATTORNEY FOR THE CITY OF SUNNYSIDE

Form 36
Counteroffer Addendum
Rev. 8/11
Page 1 of 1

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**COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated April 25, 2025, 1
concerning 2920 Outlook Rd, Sunnyside, WA 98944 (the "Property"), 2
by, F & M Investments LLC, as Buyer 3
and the undersigned City of Sunnyside ^{DS} MV, as Seller 4
are accepted, except for the following changes. \$ 1,700,000 ^{DS} MV 05/07/2025 5

The Purchase Price shall be \$ ~~1,800,000.00~~ ~~\$1,600,000.00~~ ^{DS} MV 05/05/2025 6
~~One Million, Eight Hundred Thousand~~ one million, ~~Six~~ Hundred Thousand ^{Initial} MG 05/07/2025 6
Mike Gonzalez

Other. 8

1) Form 22T and 22RA are added to this agreement. 9

2) Earnest money shall be \$100,000.00. \$100,000 Earnest money to remain refundable until engineering 11
approval for development. The \$100,000 Earnest money will be released to the Seller in full within 5 days of 12
the buyer being notified of the Engineering approval by the City of Sunnyside. If the buyer stays in 13
compliance of the purchase and sale agreement the \$100,000 Earnest money will be credited towards the 14
purchase price 15

3) Feasibility period shall be 120 days. 17

4) Closing date shall be within 15 days of the end of the feasibility time frame or sooner. 19

5) Buyer is purchasing with Cash 21

6) Seller gives buyer and buyers subcontractors permission to access the parcel. No work shall be 23
performed on the parcel without written permission from the Seller. 24

7) Buyer shall deliver to his Agent and the Sellers Agents an update every 2 weeks until closing. 26

8) This counter offer is subject to the approval by the City of Sunnyside City Council. 27

This counteroffer shall expire at 9:00 p.m. on _____ (if not filled in, two days after it is delivered), 28
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, 29
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the 30
Earnest Money shall be refunded to Buyer. 31

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth. 32

Signed by: Mike Gonzalez 05/03/2025
Signature _____ Date _____
Signature _____ Date _____

DocuSigned by:
The above counteroffer is accepted. F&M Investments LLC By: Maria Velazquez 05/05/2025
Signature _____ Date _____
Signature _____ Date _____

Form 22RA
Attorney Review Addendum
Rev. 12/12
Page 1 of 1

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**ATTORNEY REVIEW ADDENDUM
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated April 25, 2025 1
between F & M Investments LLC ("Buyer") 2
and City of Sunnyside ("Seller") 3
concerning 2920 Outlook Rd, Sunnyside, WA 98944 ("the Property"). 4

CHECK IF INCLUDED: 5

- 1. **Buyer's Attorney Review Contingency.** This Agreement is subject to Buyer's attorney's review and approval. This attorney review contingency shall be deemed waived unless, within 10 days (5 days if not filled in) of mutual acceptance, Buyer gives notice of disapproval and termination of the Agreement. In the event Buyer gives timely notice of disapproval, the Earnest Money shall be returned to Buyer. 6-10
- 2. **Seller's Attorney Review Contingency.** This Agreement is subject to Seller's attorney's review and approval. This attorney review contingency shall be deemed waived unless, within 10 days (5 days if not filled in) of mutual acceptance, Seller gives notice of disapproval and termination of the Agreement. In the event Seller gives timely notice of disapproval, the Earnest Money shall be returned to Buyer. 11-14

Initials: BUYER: DS
M V Date: 05/05/2025 SELLER: Initial
MG Date: 05/05/2025
BUYER: _____ Date: _____ SELLER: _____ Date: _____

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated April 25, 2025 1
between F & M Investments LLC ("Buyer") 2
Buyer Buyer
and City of Sunnyside ("Seller") 3
Seller Seller
concerning 2920 Outlook Rd, Sunnyside, WA 98944 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. The 10
preliminary commitment delivered for review under this contingency need not identify Buyer as the insured. 11

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

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 15
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 16
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 17
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 18

2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 19
then the above time periods and procedures for notice, correction, and termination for those new exceptions 20
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 21
necessary to accommodate the foregoing times for notices. 22

3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 23
as provided for in the Agreement. 24

DS
M V
05/05/2025
Buyer's Initials Date

Buyer's Initials Date

Initial
MG
05/05/2025
Seller's Initials Date

4/25/2025

City of Sunnyside

City Council

818 E. Edison Ave

Sunnyside, WA 98944

Re: Offer to Purchase 77 Acres in Sunnyside, Washington

Dear Members of the Sunnyside City Council,

On behalf of F&M Investments LLC, we would like to sincerely thank you for considering and reviewing our offer for the purchase of the 77 acres located in Sunnyside, Washington.

The Buyer has already initiated the due diligence process and is actively working toward planning a residential development that will enhance and contribute to the community. F&M Investments LLC brings a proven and successful track record, having recently developed over 100 residential lots just down the road at Harvest Valley Estates. The first phase of Harvest Valley Estates was recorded at the end of February 2025, and all 42 lots in Phase One have already sold out — demonstrating both the strength of the market and the developer's ability to execute efficiently.

With this experience, strong community relationships, and a deep understanding of the city's development standards, F&M Investments LLC is committed to implementing a similar model for the future development of the 77-acre site. We are excited for the opportunity to build upon this momentum and continue contributing to Sunnyside's growth.

We greatly appreciate your time, consideration, and the opportunity to partner with the City of Sunnyside on this project. We look forward to the possibility of working together to bring a high-quality residential development to the community.

Sincerely,

DocuSigned by:
F&M Investments LLC By: Martin Velazquez 04/25/2025
010200702004041

[Martin Velazquez]

On behalf of F&M Investments LLC

Form 25
Vacant Land PSA
Rev. 8/24
Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT
Specific Terms

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- Date: April 25, 2025 MLS No.: 281857 Offer Expiration Date: April 29, 2025
- Buyer: F&M Investments LLC
Buyer Buyer Status
- Seller: City of Sunnyside
Seller Seller
- Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 22102712006, partial of 22102721001
TBD Outlook Road Sunnyside Yakima WA 98944
Address City County State Zip
- Purchase Price: ~~\$ 1,400,000.00~~ See Counter Offer U.S. Dollars
- Earnest Money: ~~\$50,000.00~~ U.S. Dollars; Delivery Date 10 days after mutual acceptance
To be held by Buyer Brokerage Firm; Closing Agent; In the form of a Promissory Note (included as an Addendum)
- Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- Title Insurance Company: Schreiner Title
- Closing Agent: Schreiner Title Lindy Carr
Company See Counter Offer Individual (optional)
- Closing Date: ~~04/16/2026 or sooner~~; Possession Date: on Closing; Other
- Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived
- Charges/Assessments Levied Before but Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA): Seller is; is not a foreign person for purposes of U.S. income taxation
- Subdivision: The Property: must be subdivided before; is not required to be subdivided
- Feasibility Contingency: Expires ~~180~~ See counter offer days after mutual acceptance; Satisfied/Waived
- Information Verification Period: Expires days after mutual acceptance; Satisfied/Waived
- Agency Disclosure: Buyer represented by: Buyer Broker; Buyer/Listing Broker (limited dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (limited dual agent); unrepresented
- Buyer Brokerage Compensation: 2.5%; 2.5% Addendum for Buyer Credit
(a) Seller's Offer (if any) (b) Amount to be Paid by Seller
- Addenda: 22EF, 22K, 35E, 35F 34, 22T, 22RA, 22E Initial MG

05/05/2025 05/05/2025

DocuSigned by:
F&M Investments LLC By: Martin Velazquez 04/25/2025
Buyer Signature F&M Investments LLC Date

Buyer Signature Date

1160 PRICE RD
Buyer Address

OUTLOOK, WA 98938
City, State, Zip

(509)840-1259
Buyer Phone No. Fax No.

ELDORADOVILLAGE4050@GMAIL.COM
Buyer E-mail Address

Century 21-Tri-Cities
Buyer Brokerage Firm MLS Office No.

Jordan Barnhill
Buyer Broker (Print) MLS LAG No.

(509)572-1456 (509)948-8254
Firm Phone No. Broker Phone No. Firm Fax No.

contracts@c21-tc.com
Firm Document E-mail Address

jordan.b@c21-tc.com
Buyer Broker E-mail Address

135751 18512
Buyer Broker DOL License No. Firm DOL License No.

Signed by:
Martin Velazquez 05/05/2025
Seller Signature City of Sunnyside Date

Seller Signature Date

818 E EDISON AVE
Seller Address

SUNNYSIDE, WA 98944
City, State, Zip

Seller Phone No. Fax No.

Seller E-mail Address

Century 21-Tri-Cities / NAI Tri-Cities 329
Listing Brokerage Firm MLS Office No.

GEOFF BOWLSBY / TODD STERNFELD 932
Listing Broker (Print) MLS LAG No.

(509)572-2456 (509)840-2814
Firm Phone No. Broker Phone No. Firm Fax No.

contracts@c21-tc.com
Firm Document E-mail Address

Geoff.B@C21-tc.com / Todd@naitcc.com
Listing Broker E-mail Address

30766 18512
Listing Broker DOL License No. Firm DOL License No.

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

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

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

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, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the 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. 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. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

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. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. 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 Buyer 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

MV 04/25/2025
Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

MG 05/05/2025
Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

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 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 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

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.

g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

h. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

MV 04/25/2025
Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

MG 05/05/2025
Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- j. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment); or (iii) if a party is unrepresented, the e-mail is sent directly to the party's e-mail address specified on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
 - 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.
- o. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed

MV 04/25/2025
Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

MG 05/05/2025
Initial
Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 162 163
- q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 164 165 166 167 168 169
- r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 170 171 172
- s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. All parties acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 173 174 175 176 177
- t. **Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The compensation offered by Seller to the Buyer Brokerage Firm, if any, is set forth in Specific Term No. 18(a), and if there is any inconsistency between the Buyer Brokerage Firm compensation offered and the description of the offered compensation stated in Specific Term No. 18(a), the terms shall be as set forth in the published offer. Seller shall pay the Buyer Brokerage Firm compensation set forth in Specific Term No. 18(b). Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third-party beneficiaries under this Agreement. 178 179 180 181 182 183 184 185 186 187 188 189
- u. **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 No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 190 191 192 193
- v. **Feasibility Contingency.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 to verify the suitability of the Property for Buyer's intended use, including whether the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do so. Buyer should not rely on any oral statements concerning this made by Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive areas; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. If Buyer does not give notice of disapproval on or before the time period set forth in Specific Term No. 15, this feasibility contingency shall conclusively be deemed satisfied. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term v. 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215

M.V. 04/25/2025
Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

MG 05/05/2025
Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- w. **Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No.16 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 16. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 216-220
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from 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. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous 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 or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. 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 shall exercise their own judgment and due diligence regarding third-party service providers. 221-240
- y. **Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 241-245

MV 04/25/2025
Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

MG 05/05/2025
Seller's Initials Date

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated April 25, 2025 1
between F&M Investments LLC ("Buyer") 2
and City of Sunnyside ("Seller") 3
concerning TBD Outlook Road, Sunnyside, WA 98944 ("the Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

1.) Subject To Approval To Have City Adjust Property Lines To Buyers Requests. 6

2.) Seller Shall allow buyer to perform soil tests, geotechnical studies, Traffic Impact analysis, Utility Mapping Extensions, & all other due diligence required on buyers behalf to ensure land is feasible for residential development. 8

3.) Purchase & Sale Agreement is for parcel # 22102712006, & Eastern half of parcel 2211027-21001 (approximately 77 Acres, as shown on the plat attached) 12

4.) Buyer is aware that a sewer lift station may be required for development of the property, and Buyer shall be solely responsible for the cost, installation, and ongoing maintenance of said sewer lift station, if required. 15

5.) Buyer is further aware of the existence of the following conditions and easements affecting the property: 19

- A.) A drainage easement; 21
- B.) A 90-foot easement; 22
- C.) Proximity to city wells; 23
- D.) The current water table conditions. 24

Buyer agrees to take these matters into consideration as part of their development planning and assumes any and all responsibility related to these conditions. 25

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

Initials: BUYER: MLV Date: 04/25/2025 SELLER: MG Date: 05/05/2025
BUYER: _____ Date: _____ SELLER: _____ Date: _____

**EVIDENCE OF FUNDS ADDENDUM
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated April 25, 2025 1
between F&M Investments LLC ("Buyer") 2
Buyer Buyer
and City of Sunnyside ("Seller") 3
Seller Seller
concerning TBD Outlook Road, Sunnyside, WA 98944 (the "Property"). 4
Address City State Zip

1. DEFINITIONS. 5

- a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has sufficient cash or cash equivalent in United States funds. 6 7
- b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 8 9 10
- c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of other property or stock, retirement funds, foreign funds, a gift, or future earnings. 11 12 13

2. **EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within _____ days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 14 15 16 17 18 19 20 21

3. **DISCLOSURE OF CONTINGENT FUNDS.** Buyer is relying on Contingent Funds for the Purchase Price: 22

- Loan: _____ 23
- Sale of the following owned by Buyer: _____ 24
- Gift of \$ _____ from _____ 25
- Funds not readily convertible to liquid US funds _____ 26
- Down Payment Program: _____ 27
- Other (describe): _____ 28

Buyer shall provide Evidence to Seller _____ days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 29 30 31 32 33 34

If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 35 36 37

4. **BUYER DEFAULT.** If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement. 38 39

MV 04/25/2025 MG 05/05/2025 40
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 35F
Feasibility Contingency Addendum
Rev. 7/23
Page 1 of 1

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated April 25, 2025 1

between F&M Investments LLC ("Buyer") 2
Buyer Buyer

and City of Sunnyside ("Seller") 3
Seller Seller

concerning TBD Outlook Road, Sunnyside, WA 98944 ("the Property"). 4
Address City State Zip

1. **FEASIBILITY CONTINGENCY.** Buyer shall verify within 180 days (20 days if not filled in) after mutual acceptance (the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended use. This feasibility contingency shall conclusively be deemed waived unless Buyer gives notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 5-9
2. **BUYER DUE DILIGENCE.** Buyer should not rely on any oral statements concerning the Property made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry shall include, but not be limited to: whether the Property can be platted, developed and/or built on (now or in the future) and the related costs; building or development moratoria 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 services connection charges; all other charges that must be paid. 10-19
3. **PROPERTY ACCESS.** 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. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expense in doing so. 20-27
4. **AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 28-31

MV 04/25/2025
 Buyer's Initials Date

 Buyer's Initials Date

 Seller's Initials Date

MG 05/05/2025
 Seller's Initials Date

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

The following is part of the Purchase and Sale Agreement dated 04/25/2025 1
between F&M Investments LLC ("Buyer") 2
Buyer
and City of Sunnyside ("Seller") 3
Seller
concerning 2920 Outlook Rd, Sunnyside, WA 98944 (the "Property"). 4
Address City State Zip

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: 8

Name e-mail or website (optional) 9
Address 10
City, State, Zip Fax No. (optional) 11

SEWER DISTRICT: 11

Name e-mail or website (optional) 12
Address 13
City, State, Zip Fax No. (optional) 14

IRRIGATION DISTRICT: 14

SVID
Name e-mail or website (optional) 15
Address 16
City, State, Zip Fax No. (optional) 17

GARBAGE: 17

Name e-mail or website (optional) 18
Address 19
City, State, Zip Fax No. (optional) 20

ELECTRICITY: 20

Name e-mail or website (optional) 21
Address 22
City, State, Zip Fax No. (optional) 23

GAS: 23

Name e-mail or website (optional) 24
Address 25
City, State, Zip Fax No. (optional) 26

SPECIAL DISTRICT(S):
(local improvement districts or
utility local improvement districts) 26

Name e-mail or website (optional) 27
Address 28
City, State, Zip Fax No. (optional) 29

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 Buyer 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 Buyer 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 Buyer Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

MV 04/25/2025 MG 02/12/2025
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date

FIRPTA CERTIFICATION

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property at:

2920 Outlook Rd **Sunnyside** **WA** **98944**
Address City State Zip

or (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I AM AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is **818 East Edison Ave** **Sunnyside** **WA** **98944**
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Signed by: _____ Date: 02/12/2025
Mita Samuels
Seller City of Sunnyside Date Seller Date

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

Amount Realized (\$300,000 or less) and Family Residence = No Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer _____ Date _____ Buyer _____ Date _____

PARCEL C: (Parcel No. 221028-12006)

That part of a parcel of land in the north half of the Northeast 1/4 of Section 28, Township 10 North, Range 22, E.W.M., described in deed from Libbie Eshelman to State of Washington dated August 29, 1957 and recorded September 16, 1957 in Book 575, Page 368, records of Yakima County, Washington, under Auditor's File No. 1686474, lying Northerly of line drawn parallel with and 50 feet Northerly, when measured at right angles, from the LE line Survey of SR 12, Granger to Sunnyside, and lying Easterly of a line drawn Northerly at right angles from said LE line Survey at Highway Engineer's Station LE 1297+75.

Initial
MG

02/12/2025

MS
M.V.

04/25/2025

That portion of the Northeast quarter of the Northeast quarter of Section 28,
Township 10 North, Range 22, E.W.M.,

AND that portion of the Northwest quarter of Section 27, of said Township
and Range lying Westerly of Lester Road, Southerly of a line drawn parallel
with and 175 feet Northerly, when measured at right angles and/or radially
from the LE line survey of SR 12, Granger to Sunnyside and Northerly of a
line described as beginning at a point opposite highway engineer's station
(hereinafter referred to as HES) LE 1309 + 00 on said highway and 50 feet
Northerly therefrom;

Thence Easterly parallel with said line survey to a point opposite HES LE
1322+00;

Thence Northerly to a point opposite said HES and 75 feet Northerly
therefrom;

Thence Easterly parallel with said line survey to a point opposite HES LE
1323+00;

Thence Southerly to a point opposite said HES and 50 feet Northerly
therefrom;

Thence Easterly parallel with said line survey to a point opposite HES LE
1339+60;

Thence Northerly to a point opposite said HES and 75 feet Northerly
therefrom;

Thence Easterly parallel with said line survey to a point opposite HES LE
1340+00;

Thence Southerly to a point opposite said HES and 50 feet Northerly
therefrom;

Thence Easterly parallel with said line survey to a point opposite HES LE
1349+00;

Thence Northerly to a point opposite said HES and 65 feet Northerly
therefrom;

Thence Easterly parallel with said line survey to a point opposite HES LE
1350+00 and the end of this line description.

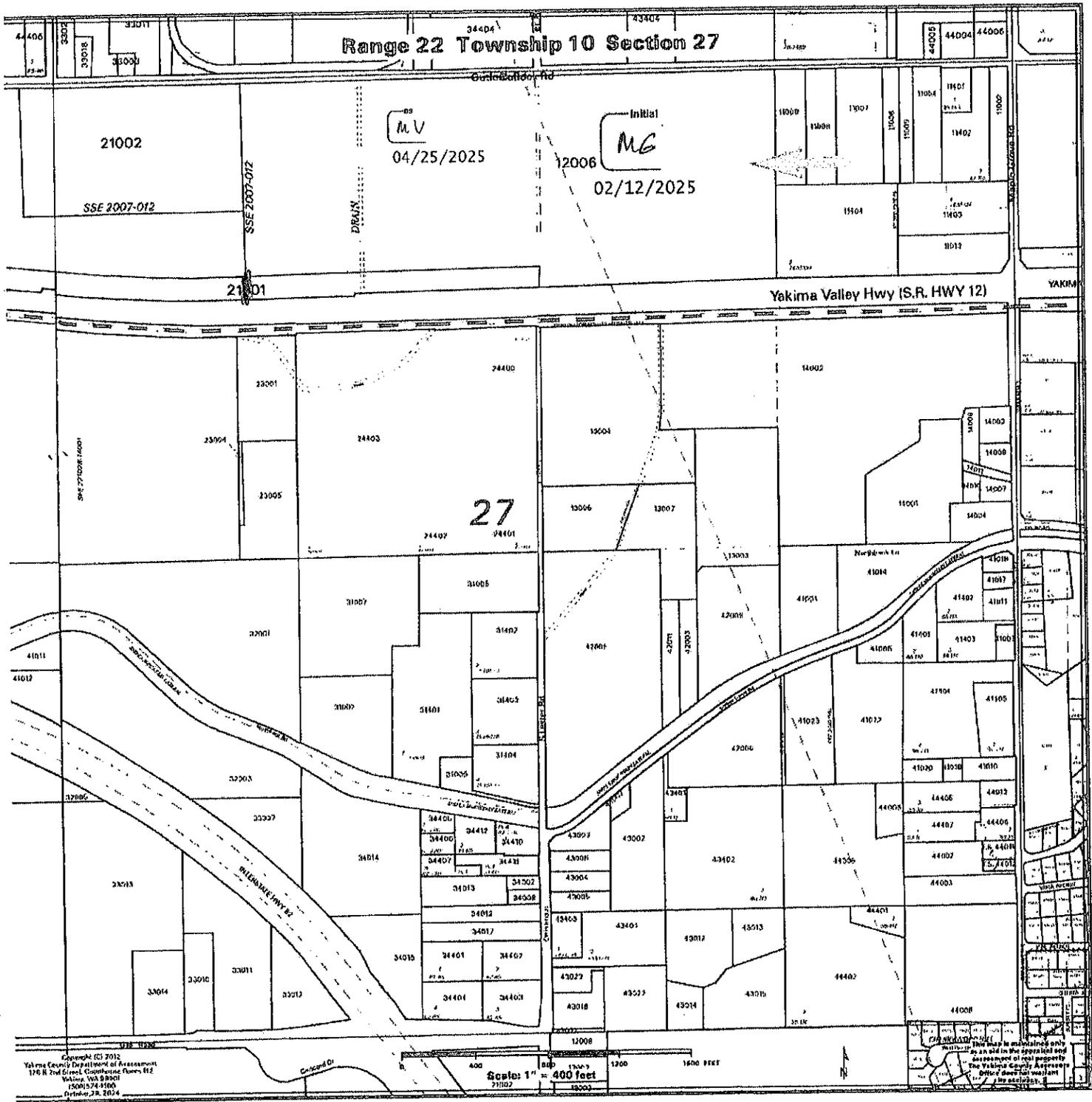
Initial
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MV

04/25/2025

02/12/2025

Range 22 Township 10 Section 27



ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated April 25, 2025 1
between F&M Investments LLC ("Buyer") 2
and City of Sunnyside ("Seller") 3
concerning TBD Outlook Road, Sunnyside, WA 98944 ("the Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5
Offer Expiration Date To Be 5/21/2025. 6

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

Initials: BUYER: MV Date: 04/29/2025 SELLER: MG Date: 05/05/2025
BUYER: _____ Date: _____ SELLER: _____ Date: _____