



## City of Asotin

[www.cityofasotin.org](http://www.cityofasotin.org)

Phone: 509-243-4411

PO Box 517

121 Cleveland Street

Asotin WA 99402

Fax: 509-243-1223

### City of Asotin Invitation to Bid

**Minimum Bid: \$225,000.00**

Sealed bids will be received by the City of Asotin, Washington at City Hall (121 Cleveland Street, Asotin, WA 99402) until **4:00pm local time** on Thursday, **August 26, 2021** and will then and there be opened and publicly read for the sale of the commercial property located at 130 2<sup>nd</sup> Street, Asotin WA 99402 Legal Description: Schank & Reeds Addition Lot 18 Block 33, Parcel Number 1-047-33-018-0000, property being sold in "as is" and "where is" condition. Bid shall be sealed and plainly marked "SEALED BID – 130 2<sup>nd</sup> Street, Asotin WA 99402.

NOTICE: All closing costs shall be borne by the purchaser including, but not limited to, survey/appraisal work, title insurance, recordation costs, brokerage and escrow fees if applicable, and the costs.

NOTICE: All bids must be accompanied by a bid deposit in the form of a cashier's check in the amount of \$5,000.00 written to the order of: Alliance Title & Escrow.

NOTICE: A commercial tenant currently occupies the property. The successful bidder and purchaser shall indemnify and hold harmless the City of Asotin with respect to such occupation and tenancy and shall accept assignment of and assume all duties under the lease. See Exhibit B

NOTICE: The City of Asotin expressly reserves the right to accept any proposal and to reject any or all proposals. If the city receives more than one highest bid at the same price, the city may elect to randomly choose one from a numbering system.

Forms and instructions may be obtained from the City of Asotin, 121 Cleveland Street, Asotin WA 99402. An electronic copy is available at [www.cityofasotin.org](http://www.cityofasotin.org)

For information regarding the sale or to pick up a bidding packet, please contact:

Tiffany Rogers  
Clerk/Treasurer  
121 Cleveland Street  
PO Box 517  
Asotin, WA 99402  
Phone: (509) 243-4411  
Fax: (509) 243-1223  
[cityclerk@cityofasotin.org](mailto:cityclerk@cityofasotin.org)

Tiffany Rogers  
Clerk/Treasurer

Publication Dates: August 12, 2021  
August 19, 2021  
August 22, 2021



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### City of Asotin Instructions to Bidders

#### **BID FORM**

Forms and instructions may be obtained from the City of Asotin, 121 Cleveland Street, Asotin WA 99402. An electronic copy is available at [www.cityofasotin.org](http://www.cityofasotin.org). Bids will be received until 4:00pm on Thursday, August 26, 2021 at which time they will be opened, read aloud and the highest bidder will be announced. No bid shall be accepted after this time. Each bid shall be submitted in a sealed envelope, in person or by mail to the Asotin City Hall, 121 Cleveland Street, PO Box 517, Asotin, WA. The sealed envelope shall be plainly marked on the outside of the envelope, "SEALED BID –130 2<sup>nd</sup> Street, Asotin WA 99402" and shall show the name and address of the Bidder. If mailed to the City, the bid envelope shall be enclosed in another envelope and MUST use the mailing address of City of Asotin, PO Box 517, Asotin WA 99402.

#### **FORM OF PROPOSAL**

All bids shall be made on the forms provided by the City. All blanks shall be completed, in ink or typewritten. The bid form is to be signed and dated.

#### **BID DEPOSIT**

All bids shall be accompanied by a bid deposit in the form of a cashier's check in the amount of \$5,000.00 written to the order of: Alliance Title & Escrow. Deposits submitted with bids not accepted by Seller will be mailed to the respective bidders by U.S. mail on or before August 31, 2021.

#### ***Asotin Municipal Code, Chapter 3.44***

***Disposition by Sealed Bid.*** Where a subject parcel is sold by sealed bids, any and all bids submitted must be accompanied by a \$5,000.00 bid deposit in the form of a cashier's check. Such deposit accompanying the successful bid shall be deposited into escrow until closing on the purchase of the subject parcel and payment of the remaining amount of the purchase price shall be made within 30 days. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become nonrefundable and shall be retained by the city as liquidated damages and not as a penalty, since the calculation of actual damages due to time lost, transaction expenses, and etc., will be difficult, if not impossible, to accurately calculate (such damages, as just defined, being referenced hereafter as "liquidated damages"); provided, however, that the purchaser may, at his/her option, deposit an additional \$5,000 extension fee (hereinafter "extension fee"), in which case his/her time to make full payment shall be extended for one additional 60-day period. In the event full payment is not made by the conclusion of the additional 60-day period, an additional \$1,000 shall be retained by the city from the extension fee as liquidated damages relevant to the additional lost time and expense. The remainder of the extension fee shall be returned to the purchaser. The city council reserves the right to waive any irregularities in the bid process.....

***Form of Conveyance.*** Conveyances shall be made by quitclaim deed or statutory warranty deed.

***Closing Costs.*** All closing costs, exclusive of deed preparation, shall be borne by the purchaser including, but not limited to, survey work, title insurance, recordation costs, brokerage and escrow fees if applicable, and the costs.

***Transfer of Title.** The title to any city property sold at public auction shall not be transferred until the purchase price therefor has been fully paid.*

**WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn prior to the scheduled time for submittal. Requests to withdraw a proposal must be in writing.

**AWARD OF SALE**

The City of Asotin expressly reserves the right to accept any proposal and to reject any or all proposals. Conveyances shall be made by quitclaim deed or statutory warranty deed. All closing costs shall be borne by the purchaser including, but not limited to, survey/appraisal work, title insurance, recordation costs, brokerage and escrow fees if applicable, and costs. If the City receives more than one highest bid at the same price, the city may elect to randomly choose one from a numbering system.

**CURRENT TENANT**

NOTICE: A commercial tenant currently occupies the property. The successful bidder and purchaser shall indemnify and hold harmless the City of Asotin with respect to such occupation and tenancy and shall accept assignment of and assume any and all duties under the lease. See Exhibit B

**ALLIANCE TITLE & ESCROW**

Alliance Title & Escrow is the closing agent. The Bid Deposit will be deposited with Alliance Title & Escrow. The signing of the legal documents will take place within thirty days of the date of sale at Alliance Title & Escrow, 735 5<sup>th</sup> Street, Clarkston WA 99403. 509-758-2549

For information regarding the sale or to pick up a bidding packet, please contact:  
Tiffany Rogers, Clerk/Treasurer, 121 Cleveland Street, PO Box 517, Asotin, WA 99402  
Phone: (509) 243-4411 Fax: (509) 243-1223 [cityclerk@cityofasotin.org](mailto:cityclerk@cityofasotin.org)





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### City of Asotin Bidders Information Bid Form

Bidders(s) full name(s) \_\_\_\_\_

\_\_\_\_\_  
(With marital status if buying married)

Spouses full name \_\_\_\_\_

(If buying as Single & Separate Property)

Physical Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Work Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Bidding Price: \$ \_\_\_\_\_

\$5,000.00 Bid Deposit Cashier's Check Number: # \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Made to the Order of: Alliance Title & Escrow

Address to mail back Cashier's Check if not accepted:

\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Is the bidder getting a loan or paying cash for the sale: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Print Name





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### City of Asotin Bidding Packet

The sale of the commercial property located at 130 2<sup>nd</sup> Street, Asotin WA 99402 property is being sold “as is” and “where is”:

Legal Description: Lot 18, Block 33, YB OLD SQ 1440 SCHANK & REEDS ADD’N

Parcel#: 1-047-33-018-0000-0000

Zoning: C-2 Commercial

- The subject measures 30 ft. in width and 120 ft. in depth for a total 3,600 sf. The site is fully improved with an older structure with carport and alley behind to the south
- Concrete curb, gutter and sidewalk exist along the front. Diagonal street parking also exists in front. The alley is unpaved. Trees exist along the street
- The structure consists of a tall main floor measuring 1440 sq. ft. with unfinished basement of same dimensions. There are safes on both levels of unknown condition
- City of Asotin utilities are City of Asotin Water \$33.71 base fee, City of Asotin Sewer \$66.75 base fee and City of Asotin Stormwater \$5.00 base fee per month
- Avista Utility is the local power company for Asotin
- Naslund Disposal is the provider for solid waste
- For estimated property taxes, contact the Asotin County Assessor at 509-243-2016

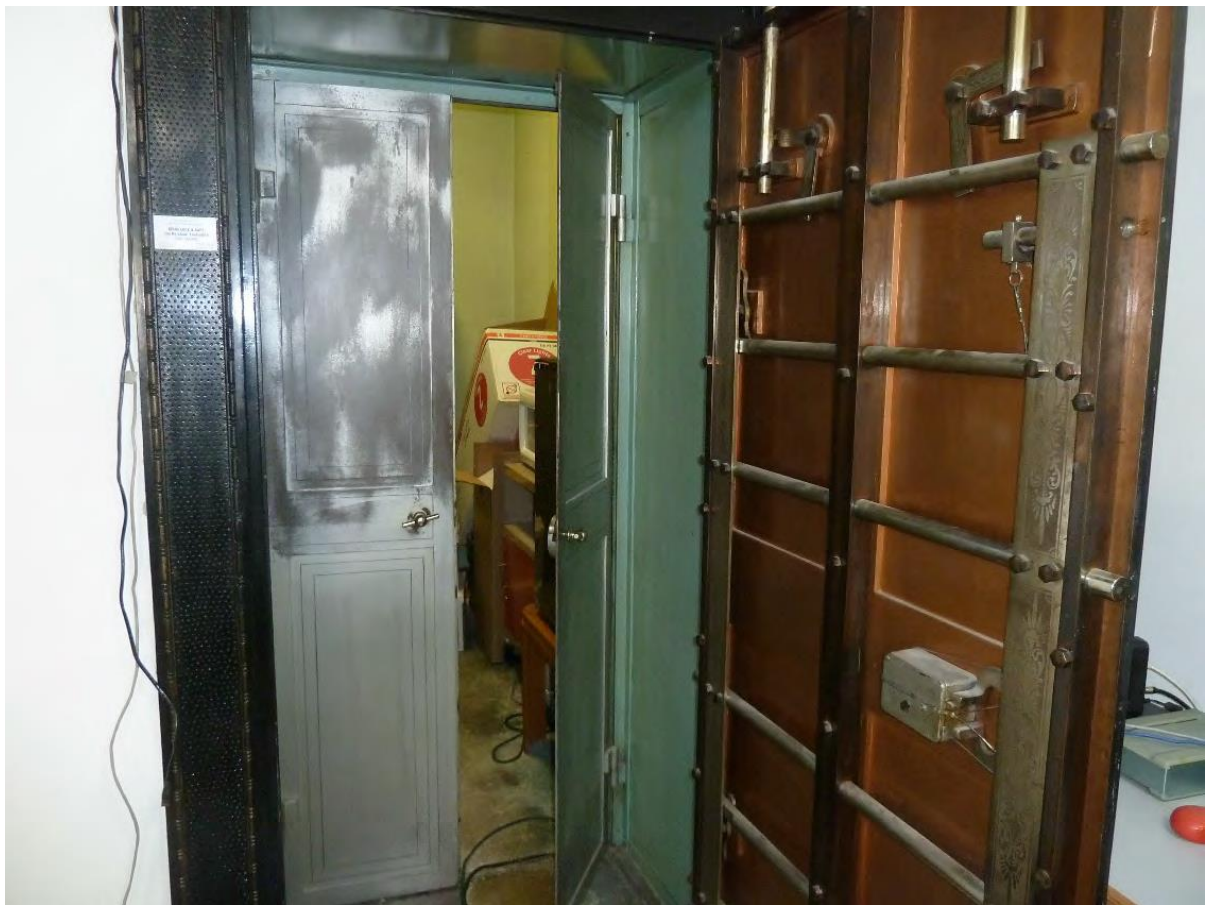
















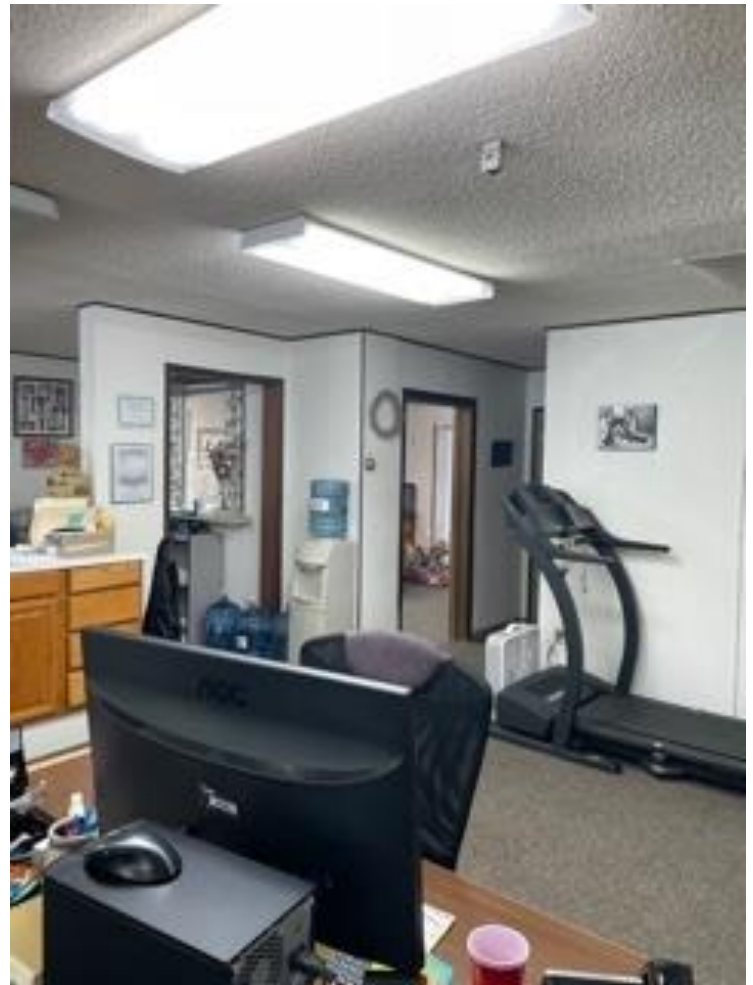


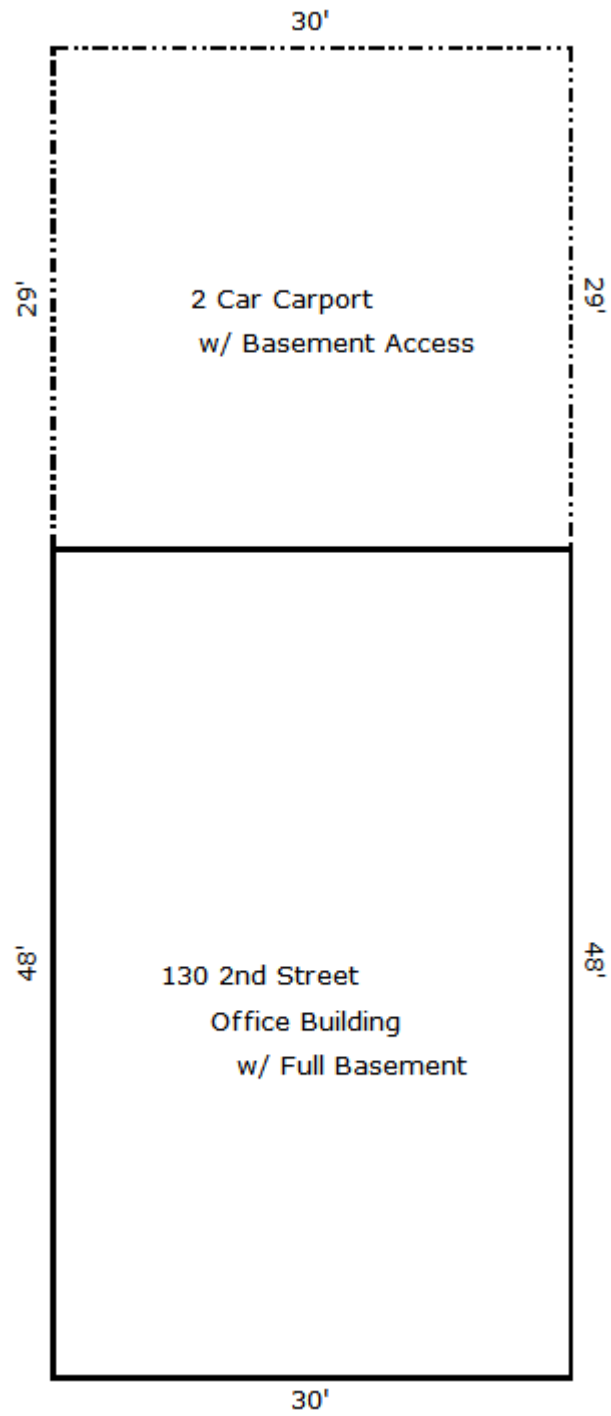


















This is a plat map of lots 2 through 20 along the west side of Second Street. The lots are numbered 2, 13, 14, 15, 16, 17, 18, 19, and 20 from left to right. Each lot's width and depth are given in feet. Owners' names and addresses are provided for several lots.

Lot Number	Width (ft)	Depth (ft)	Owner / Address
2	30'		
13	30'	30'	CHARLES ENORA & HARDEN INC 110 2ND ST 0.08ac 1470
14	30'	30'	VAUGHN, WENLEY W 116 2ND ST 0.08ac 1470
15	30'	30'	LIONS CLUB ASOTIN 120 2ND ST 0.09ac 1470
16	30'	30'	UHRICH, ROBERT G 122 2ND ST 0.09ac 1470
17	30'	30'	ASOTIN TELEPHONE COMPANY 0.07ac 1470
18	30'	30'	CITY OF ASOTIN 130 2ND ST 0.08ac 1470
19	30'	30'	
20	30'	30'	

A yellow shaded area covers lots 17, 18, and 19. A circled number "33" is located near the bottom right corner. The street name "SECOND STREET" is written vertically along the right edge of the lots.



**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** is made the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between, THE CITY OF ASOTIN, WASHINGTON, as Seller, hereinafter referred to as "SELLER", and \_\_\_\_\_,

( ) Husband and Wife

( ) A married person as his /her separate property (a quitclaim deed will be required form Buyer's spouse)

( ) an entity formed in or licensed to do business in the State of Washington

( ) Other \_\_\_\_\_

Buyer(s), hereinafter referred to "BUYER".

**WITNESSETH:**

**WHEREAS**, SELLER is the owner of a building and real property located at 130 2<sup>ND</sup> STREET, Asotin, Washington. A legal description in the form of the last known deed of the property is attached hereto as Exhibit A and hereinafter referred to as "PROPERTY;" and

**WHEREAS**, SELLER desires to sell the PROPERTY to BUYER upon the terms and conditions contained in this agreement; and

**WHEREAS**, BUYER desires to purchase PROPERTY from SELLER upon the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

**1. Purchase and Sale**

SELLER hereby sells and BUYER hereby purchases the PROPERTY at 130 2<sup>nd</sup> Street, Asotin Washington, also as described in Exhibit A, attached hereto.

**2. Purchase Price**

The total purchase price for the purchase of PROPERTY is \_\_\_\_\_ Hundred Thousand and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which shall be paid as follows: FIVE THOUSAND DOLLARS (\$5,000.00) as Earnest Money in the form of a cashier's check, made out to Alliance Title & Escrow and the remainder to be paid at the time of closing.

**3. Title**

SELLER shall give BUYER title by a Quitclaim Deed.

**4. Taxes and Utilities**

SELLER shall pay such utilities and real and personal property taxes accrued and owing up to the date of closing. BUYER shall be responsible for such real and personal property taxes as well as such utilities used after the date of closing. Such allocation shall be made as of the date of closing.

**5. Title Insurance**

BUYER agrees to be obtain and pay for standard owner Title Insurance Policy costs and BUYER further agrees to be responsible for any extended or lender Title Insurance Policy cost.

**8. Closing Costs.**

Any closing costs shall be paid for by BUYER. BUYER AND SELLER shall each be responsible for their own attorney's fees, if any.

**9. Date of Closing.**

It is contemplated that closing of this transaction will be on \_\_\_\_\_, 2021, at the office of Alliance Title & Escrow, Clarkston Washington.

**10. Possession.**

Possession will be delivered to BUYER upon the date of closing, subject to occupancy by a commercial tenant. BUYER acknowledges that the property is currently occupied by a tenant and further agrees to accept assignment of a certain lease with the tenant of PROPERTY, attached hereto and incorporated by reference as Exhibit B.

**11. Condition of Property.**

BUYER acknowledges that they have made an independent examination and inspection of the above described building and real property and all improvements thereon and are fully aware of the condition of same and are not relying upon any representation made by SELLER or SELLER' agent or agents as to the condition of said property nor the location of boundary lines, nor as to the acreage or number of square feet contained in the building and real property hereinabove described, and accepts the same "AS IS". SELLER has no knowledge of the presence of lead based paint or lead based paint hazards and knows of no reports or records regarding lead based paints. SELLER has executed a Disclosure of Information which is not part of this Agreement and is not a warranty of any kind. BUYER is aware that a commercial tenant occupies the building and is accepting the property subject to the commercial lease, attached hereto as Exhibit B. BUYER may have the building and real property inspected by an inspector of BUYER'S choice and expense and after appropriate notification to SELLER and Tenant.

**12. Real Estate Commissions.**

The parties acknowledge that neither party has engaged any real estate agent and do not believe a real estate commission is owing to any party. Should a claim for a real estate commission be made against BUYER or SELLER, neither party will make a claim against the other party and will defend and indemnify the other party for such claim, including attorney fees and costs and shall individually be responsible for any claim made against them.

**13. Time.**

Time is of the essence in this agreement.

**14. Attorney Fees.**

In the event of the necessity of legal process to enforce any covenant, provision, term or condition of this agreement to be performed on the part of either party, the prevailing party in such suit shall be entitled to receive from the losing party a reasonable sum as attorney fees, including costs as permitted by law, in any such action, and the Court in which judgment is rendered in suit or action shall fix the reasonable amount of attorney fees to be taxed as cost in such suit.

**15. Drafting of Agreement.**

The parties acknowledge that this agreement was prepared by the Attorney for SELLER. BUYER may review this agreement with legal counsel of their choice. BUYER agrees that they have not relied upon any representations made by SELLER or by SELLER's attorney as to the meaning or effect of this agreement.

**16. Binding Effect.**

The conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

**17. Governing Law.** This Agreement shall be governed and interpreted according to the laws of the State of Washington.

**18. Modifications.** No modification of this Agreement shall be effective unless in writing and agreed upon by both parties.

19. **Entire Agreement.** This Agreement is the entire Agreement between the parties and neither party shall be bound by any prior communication between them in regards to this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year hereinabove first written.

**BUYERS:**

\_\_\_\_\_  
\_\_\_\_\_  
BUYER

STATE OF WASHINGTON )  
  : ss.  
County of Asotin                    )

On this \_\_\_\_\_ day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_ **BUYER** or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_, therein.  
My commission expires \_\_\_\_\_.



\_\_\_\_\_  
\_\_\_\_\_  
BUYER

STATE OF WASHINGTON )

: ss.

County of Asotin )

On this \_\_\_\_\_ day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_ **BUYER** or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_, therein.  
My commission expires \_\_\_\_\_.

**SELLER:**

MAYOR DWAYNE PARIS, FOR CITY OF ASOTIN

STATE OF WASHINGTON )

: SS.

County of Asotin )

On this \_\_\_\_ day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DWAYNE PARIS, known or identified to me to be the person whose names is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same as mayor, and on behalf of the City of Asotin, Washington.

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

Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_, therein.  
My commission expires \_\_\_\_\_.



# Exhibit A





Bank of Asotin County

Lillie Ausman, County Auditor

to

#13005

Town of Asotin

CORPORATION DEED

THIS INDENTURE, Made this Fifteenth day of December A.D. 1936 BETWEEN BANK OF ASOTIN COUNTY a corporation duly organized and existing under and by virtue of the laws of the State of Washington, party of the first part, and TOWN OF ASOTIN, a municipal corporation party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations Dollars, LAWFUL MONEY of the United States, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part its heirs and assigns, all that certain real property situate and being in the County of ASOTIN State of Washington, and described as follows, to-wit:

Lot 18 of Block 33, of Schank and Reed's First Addition to the Town of Asotin, subject to party wall agreement dated May 13, 1912 between the bank and Emil Matthes and Lottie G. Matthes, his wife.

TO HAVE AND TO HOLD the said premises, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said party of the second part its heirs and assigns FOREVER.

AND the said party of the first part, for itself, its successors and assigns, does by these presents covenant to and with the said party of the second part its heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same, and that the same are free from all encumbrances except -- And the said party of the first part, its successors and assigns, all and singular the premises hereinabove described and granted, unto the said party of the second part, its heirs and assigns, against all lawful claims whatsoever, shall and will WARRANT

## DEED RECORD, No. 47

### ASOTIN COUNTY

THOMAS BRIDGES & PTE. CO. 1933

and FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto subscribed and its seal to be affixed and these presents to be executed by its officers duly authorized thereto this Fifteenth day of December, 1936

Witness to Signatures:

(Corporate Seal)

BANK OF ASOTIN COUNTY  
By A E Clarke

Its President.  
Attest: Leo W Jesse  
Its CASHIER

STATE OF IDAHO )  
County of NEZ PERCE ) ss.

On this SIXTEENTH day of DECEMBER, A.D. 1936, before me personally appeared A.E. CLARKE AND LEO W JESSE to me known to be the President and Cashier of BANK OF ASOTIN COUNTY the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(Notary Seal)

Paul W. Mickelson  
Notary Public in and for the State of IDAHO  
Residing at LEWISTON, therein

Filed for record at request of C. W. Carlile, Jan. 9 1943 at 10:05 A. M.

Lillie Ausman, County Auditor



# Exhibit B





## City of Asotin

Phone: 509-243-4411

PO Box 517

121 Cleveland Street

Asotin WA 99402

Fax: 509-243-1223

### **Rental Agreement For 130 Second Street, Asotin, WA**

This agreement dated on this 11<sup>th</sup> day of December 2017, is made and entered into between City of Asotin as "Landlord" and Jane E. Richards as "Tenant" for the premises located at 130 Second Street, City of Asotin, County of Asotin, State of Washington ("Premises"), beginning the 1<sup>st</sup> day of January 2018 on a month-to-month tenancy, upon the following terms and conditions.

#### **(1) Rent and Late Charge**

Tenant shall pay monthly rent in the amount of \$650.00 in advance on or before the first day of each month to Landlord or such other person or persons as Landlord from time to time designates in writing. A late charge of \$10.00 will be assessed if rent is not paid by the 5<sup>th</sup> day of the month.

#### **(2) Utilities**

The Tenant shall pay for the following services and utilizes supplied to the Premises:  
Garbage, Water, Sewer, Electric and Janitorial

#### **(3) Landlord's obligations**

Landlord agrees to:

- (a) Keep the Premises fit for human habitation and maintain the Premises to substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation;
- (b) Keep any shared or common areas reasonably clean, sanitary, and safe from defects increasing the hazards of fire or accident;
- (c) Provide a reasonable program for the control of infestation by insects, rodents and other pests at the initiation of the tenancy.
- (d) Except where the condition is attributable to normal wear and tear, make repairs and arrangements necessary to put and keep the Premises in as good conditions as it by law or rental agreement should have been, at the commencement of the tenancy;
- (e) Maintain plumbing and sewer access

#### **(4) Tenant's Obligations**

Tenant agrees to:

- (a) Pay the rental amount at such times and in such amounts as provided for in the rental agreement;
- (b) Comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
- (c) Keep that part of the premises which he/she occupies and uses as clean and sanitary as the conditions permit, including watering and mowing the grass, and weed removal;

- (d) Properly dispose from the premises all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals;
- (e) Not intentionally or negligently destroy, deface, damage, impair, or remove any part and/or structures of the lot, or permit any member of his her family, invitee, licensee, or any person acting under his/her control to do so;
- (f) Not permanently affix any structure or equipment to the property;
- (g) Not permit a nuisance or common waste;
- (h) Not engage in drug-related activity at the premises or allow anyone else to engage in drug-related activity at the premises with the knowledge or consent of the tenant;
- (i) Not engage in any activity at the premises that violates city, state, or federal laws;
- (j) Permit the Landlord, Landlord's agents, employees or representatives to enter the premises at reasonable times after notice as required by the Residential Landlord-Tenant act of 1973 for the purpose of inspections or to make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors;
- (k) Comply with rules and regulations adopted by the landlord which are incorporated in this rental agreement by reference;
- (l) Upon termination and vacation, restore the premises to their initial condition except for reasonable wear and tear conditions caused by failure of the landlord to comply with his or her obligations.

**(5) Rent Increases**

The monthly rent may be increased upon written notice given thirty (30) days or more preceding the completion of the term of the rental agreement. In case of an increase in rent, it is understood that all other provisions of the agreement shall remain in full force, changed only by the alteration in the amount of rent and not otherwise.

**(6) Termination**

Either party may terminate the agreement by giving written notice to the other party twenty (20) days or more preceding the end of the rental period.

**(7) Abandonment**

If tenant defaults in payment of rent and reasonably indicates by words or actions intent to not resume the tenancy, then it shall be presumed that Tenant has abandoned the Premises. In such event, Landlord may immediately enter the premises and take possession of any personal property of tenant found therein. Any such property shall be stored and disposed of pursuant to the provisions of the Residential Landlord-Tenant act of 1973, as amended.

**(8) Subletting and assignment**

Tenant shall not sublet the Premises or any part thereof, nor assign this agreement in whole or in part, without the prior written consent of Landlord.

**(9) Costs and Attorney's Fees**

If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this lease or to recover for breach of any provision of this rental agreement, the prevailing party shall

be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court, and all costs and expenses incurred by reason of the breach or default by the other under this rental agreement.

**(9) Modifications**

This rental agreement constitutes the entire agreement between the parties, and may not be changed or modified except by a written agreement signed by both parties.

**(10) Notice**

Any notice required or permitted under this rental shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to the Landlord to:  
City of Asotin  
121 Cleveland Street  
PO Box 517  
Asotin WA 99402

If to the Tenant to:  
Law office of Jane E. Richards  
130 Second Street  
PO Box 8  
Asotin WA 99402

Landlord and Tenant shall each have a right from time to time to change the place notice is to be given under this paragraph, by written notice thereof to the other party.

**(11) Insurance**

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approval by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least Ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Rented Premises or the Building.

Tenant acknowledges that he/she have read this agreement and will abide by its terms and will comply with all rules and regulations adopted by Landlord.

Dated this 11<sup>th</sup> day of December, 2017.

---

Jane E. Richards

---

Date

---

Vikki Bonfield, Mayor

---

Date

**NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 130 2<sup>ND</sup> STREET, ASOTIN WASHINGTON ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON 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 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 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 ☒ X is not occupying the property. ☐ X The property is occupied by a renter.

**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 AND LEGAL**

☒ Yes    ☐ No    ☐ Don't know    A. Do you have legal authority to sell the property? If no, please explain.

☒ Yes    ☐ No    ☐ Don't know    \*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?



- ☐ Yes ☒ No ☐ Don't know \*C. Are there any encroachments, boundary agreements, or boundary disputes?  
☐ Yes ☒ No ☐ Don't know \*D. Is there any leased parking?  
☐ Yes ☒ No ☐ Don't know \*E. Is there a private road or easement agreement for access to the property?  
☒ Yes ☐ No ☐ Don't know \*F. Are there any rights-of-way, easements, shared use agreements, or access limitations?  
☒ Yes ☐ No ☐ Don't know \*G. Are there any written agreements for joint maintenance of an easement or right-of-way?  
☐ Yes ☒ No ☐ Don't know \*H. Are there any zoning violations or nonconforming uses?  
☐ Yes ☒ No ☐ Don't know \*I. Is there a survey for the property?  
☐ Yes ☒ No ☐ Don't know \*J. Are there any legal actions pending or threatened that affect the property?  
☐ Yes ☒ No ☐ Don't know \*K. Is the property in compliance with the Americans with Disabilities Act?

## 2. WATER

- ☐ Yes ☒ No ☐ Don't know \*Are there any water rights for the property, such as a water right permit, certificate, or claim?

## 3. SEWER/ON-SITE SEWAGE SYSTEM

- ☐ Yes ☒ No ☐ Don't know \*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?

## 4. STRUCTURAL

- ☐ Yes ☒ No ☐ Don't know \*A. Has the roof leaked within the last five years?  
☐ Yes ☒ No ☐ Don't know \*B. Has any occupied subsurface flooded or leaked within the last five years?  
☐ Yes ☒ No ☐ Don't know \*C. Have there been any conversions, additions, or remodeling?  
☐ Yes ☐ No ☐ Don't know \*(1) If yes, were all building permits obtained?  
☐ Yes ☐ No ☐ Don't know \*(2) If yes, were all final inspections obtained?  
☐ Yes ☒ No ☐ Don't know \*D. Has there been any settling, slippage, or sliding of the property or its improvements?  
☐ Yes ☒ No ☐ Don't know \*E. Are there any defects with the following: (If yes, please check applicable items and explain.)

- |   |   |
|---|---|
| <input type="checkbox"/> Foundations    | <input type="checkbox"/> Slab Floors    |
| <input type="checkbox"/> Doors          | <input type="checkbox"/> Outbuildings   |
| <input type="checkbox"/> Ceilings       | <input type="checkbox"/> Exterior Walls |
| <input type="checkbox"/> Sidewalks      | <input type="checkbox"/> Siding         |
| <input type="checkbox"/> Other          |   |
| <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Windows        |

### **NOTICE TO BUYER**

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 ACKNOWLEDGMENT**

- A. Buyer hereby acknowledges that: 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.

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 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 \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER \_\_\_\_\_

(2) The seller disclosure statement shall be for disclosure only and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction and shall not be construed as a warranty of any kind by the seller, or any real estate licensee involved in the transaction.

## 5. SYSTEMS AND FIXTURES

- ☐ Yes ☒ No ☐ Don't know \* Are there any defects in the following systems? If yes, please explain.
- ☐ Yes ☒ No ☐ Don't know (1) Electrical system
- ☐ Yes ☒ No ☐ Don't know (2) Plumbing system
- ☐ Yes ☒ No ☐ Don't know (3) Heating and cooling systems
- ☐ Yes ☒ No ☐ Don't know (4) Fire and security system
- ☐ Yes ☒ No ☐ Don't know (5) Carbon monoxide alarms

## 6. ENVIRONMENTAL

- ☐ Yes ☒ No ☐ Don't know \*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
- ☐ Yes ☒ No ☐ Don't know \*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- ☐ Yes ☒ No ☐ Don't know \*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
- ☐ Yes ☒ No ☐ Don't know \*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?
- ☐ Yes ☒ No ☐ Don't know \*E. Is there any soil or groundwater contamination?
- ☐ Yes ☒ No ☐ Don't know \*F. Has the property been used as a legal or illegal dumping site?
- ☐ Yes ☒ No ☐ Don't know \*G. Has the property been used as an illegal drug manufacturing site?

## 7. FULL DISCLOSURE BY SELLERS

### A. Other conditions or defects:

- ☐ Yes ☒ No ☐ Don't know \*Are there any other existing material defects affecting the property that a prospective buyer should know about?

### B. Verification

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our 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 8-3-21 SELLER [Signature] SELLER \_\_\_\_\_

