

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the Effective Date as defined herein by and between Wenatchee School District No. 246, a political subdivision of the State of Washington ("Seller"), and MJ Property Ventures, LLC, a Washington limited liability company ("Buyer"). Buyer and Seller are each herein referred to as a "Party" and collectively as the "Parties."

### **RECITALS**

A. Seller is the owner of that certain real property located in Chelan County, Washington, having a tax parcel number of 232028430320 (the "Seller's Original Parcel"). Buyer is the owner of certain real property located in Chelan County, Washington, having a tax parcel number of 232028440100 (the "Buyer's Original Parcel") and sharing a common boundary line with Seller's Original Property.

B. Seller and Buyer wish, subject to this Agreement, to amend the existing boundary line between Seller's Original Parcel and Buyer's Original Parcel to transfer a 2,400 square foot portion of Seller's Original Property, as defined specifically herein as the "Property", to add to Buyer's Original Parcel, subject to an approved boundary line adjustment.

C. Buyer wishes to purchase, and Seller wishes to sell, the Property all for the purposes as stated herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

1. Description of the Property. Seller agrees to sell and convey to Buyer and the Buyer agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, all of Seller's right, title, and interest in an approximately 2,400 square foot portion of the real property located at 1911 N Wenatchee Avenue, Wenatchee, in the County of Chelan, Washington, legally described on the attached Exhibit A, incorporated herein by this reference (the "Property"). Seller's conveyance of the Property shall be by Quit Claim Deed, in the form attached hereto as Exhibit B.

2. Reciprocal Turn Radius Easement. As a part of the transaction, the Parties agree to execute a mutually beneficial reciprocal turn radius easement along their shared property line, which shall serve the Seller's Original Parcel and Buyer's Original Parcel, both as reconfigured following

transfer of the Property, all as set forth in the form of easement attached hereto as Exhibit C (the "Reciprocal Easement"). No monetary consideration related to the Reciprocal Easement is contemplated given the mutual benefits accruing to each Party.

3. Purchase Price. The total purchase price to be paid by Buyer to Seller for the Property is Twenty-three Thousand Five Hundred Twenty-two and 40/100 Dollars (\$23,522.40) (the "Purchase Price"). Within five (5) business days following the mutual execution and delivery of this Agreement, Buyer shall open escrow with Central Washington Title (the "Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement and \$1,000.00 as an earnest money deposit (the "Deposit"). If Buyer terminates the Agreement prior to Closing (defined below), the Deposit shall be refunded to Buyer except as may be otherwise provided in this Agreement.

4. Payment of Purchase Price. The Purchase Price shall be paid as follows:

On the Closing Date, as defined herein, Buyer shall deposit with the Escrow Agent in cash the entire Purchase Price, as adjusted for any amounts to be charged or credited to Buyer (including, but not limited to, the Deposit) against the Purchase Price in accordance with this Agreement. All interest earned on the Deposit shall be applicable to the Purchase Price if Closing occurs hereunder and shall otherwise be held and disbursed with, and be deemed part of the Deposit, for all purposes of this Agreement.

5. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at closing. Rights, reservations, covenants, conditions, and restrictions, presently of record, easements and encroachments, not materially affecting the value of the Property or unduly interfering with Buyer's intended use of the Property, shall not cause the title to be considered unmarketable; provided that, Seller shall have no obligation related to title other than the payment of any monetary liens (including all taxes) affecting title to the Property.

6. Closing Date; Conveyance by Quit Claim Deed. The closing of the Property (the "Closing" or "Closing Date") shall occur within ten (10) days of the time the BLA Contingency in Section 7 herein is satisfied but in no event later than April 1, 2027. Closing shall occur when (a) the Reciprocal Easement, the Quit Claim Deed, and the Boundary Line Adjustment are simultaneously recorded and (b) the Purchase Price is delivered to the Escrow Agent for delivery to Seller. Upon Closing, possession of the Property shall be delivered to Buyer.

7. BLA Contingency. Closing shall be subject to Chelan County's approval of a proposed boundary line adjustment that legally transfers the Property from Seller's Original Property to Buyer's Original Property (the "Boundary Line Adjustment"); provided that, if Chelan County has not approved the Boundary Line Adjustment by March 15, 2027, this Agreement shall terminate by its own terms and Seller and Buyer shall have no further obligations hereunder. Buyer shall submit the Boundary Line Adjustment to Chelan County within five (5) business days after this Agreement is executed. Seller and Buyer agree that Buyer shall be solely responsible for all costs and expenses, including the costs of any survey, related to the Boundary Line Adjustment and for completing, filing, and responding to follow-up needs related to the Boundary Line Adjustment application with Chelan County; provided Seller shall provide authorization and signature as required by Chelan County. Any failure by Buyer to comply with the terms of this Section 7 shall

result in waiver of Buyer's Deposit. In no event shall the Boundary Line Adjustment be recorded outside of Closing.

8. Seller Conditions to Closing. Seller's obligation to close the transactions contemplated by this Agreement shall be subject to the following conditions which must be satisfied by Buyer as of Closing unless waived by Seller at Closing:

(a) Buyer shall have delivered to Escrow Agent the Purchase Price for the Property as adjusted herein; and

(b) Buyer shall have performed all obligations, including without limitation the Boundary Line Application obligations, to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance).

If the conditions set forth in this Section 8 are not satisfied as of Closing, Seller shall have the right to either terminate this Agreement by providing written notice to Buyer and Escrow Agent, in which event Seller shall be entitled to retain the full amount of the Deposit and neither Buyer or Seller shall have any further rights or obligations hereunder except for Buyer's indemnification obligations set forth herein, or waive in writing any such Seller closing condition and proceed to Closing.

9. Closing. Provided that all contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 5 of this Agreement and shall be subject to the following:

a. Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required): (i) the Quit Claim Deed; (ii) the Reciprocal Easement; (iii) an excise tax affidavit for filing with the Chelan County Auditor; and (iv) an affidavit of non-foreign status as required by federal law.

b. Documents and Requirements to be Delivered by Buyer: Buyer shall deliver (i) the Purchase Price, (ii) the Chelan-County approved Boundary Line Adjustment in recordable form, and (iii) an executed counterpart of the tax affidavit referred to in Section 9(a) above.

c. Payment of Costs. At Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, their own respective attorneys' fees. Notwithstanding the foregoing:

- (i) Seller shall pay the fee to record the Deed;
- (ii) Seller and Buyer shall each pay one-half (1/2) of the escrow fee, if any;

(iii) Seller shall pay the real estate excise tax, if any (Seller is a governmental entity selling real property and the transaction is exempt from the real estate excise tax pursuant to WAC 458-61A-205(2)); and

(iv) Buyer shall pay the costs of any title policy, endorsements, and any survey required by Title Company.

d. Real Property Taxes. Seller shall pay at Closing any real property taxes due or to become due with respect to the Property for the period up to the Closing Date.

e. Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens created by or arising through Seller on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

f. General. All revenues and all expenses of the Property, including but not limited to drainage district service charges, water, sewer and utility charges, current years' installments of assessments or LIDs, and other expenses normal to the operation and maintenance of the Property, but excluding insurance premiums, shall be prorated as of 12:01 a.m. on the Closing Date.

10. Condition of Property; As-Is Acceptance. Buyer acknowledges that they have inspected the Property. Buyer accepts the Property "AS IS WHERE IS" in its current condition and acknowledges that Seller makes no representation or warranty, express or implied, concerning the condition of the Property including without limitation the physical condition, zoning and land use limitations, environmental condition, or the availability of public utilities or entitlements. BUYER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS WHICH THE BUYER HAS OR MAY HAVE AGAINST THE SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. BUYER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

11. Merger. There are no other verbal or other agreements which modify or affect this Agreement.

12. Modification/Waivers. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.

13. Time. Time is of the essence of this Agreement. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in Chelan County, Washington. Any period which would otherwise end on a non-business day shall be automatically extended to the next business day.

14. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the party

received the notice. Notwithstanding the foregoing, the party who is entitled to receive any notice under this Agreement may elect to accept delivery of such notice by electronic mail only, but the sending party shall not be entitled to forego sending by personal delivery or next day delivery unless the receiving party affirmatively waives such secondary delivery in writing. Notices shall be mailed or delivered as follows:

|                                       |                                                                                                                                                                                                                                      |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TO BUYER:                             | MJ Property Ventures, LLC<br>1815 Warm Springs Drive<br>Wenatchee, WA 98801<br>Phone: _____<br>Email: _____                                                                                                                          |
| TO SELLER:                            | Wenatchee School District<br>235 Sunset Street<br>Wenatchee, WA 98801<br>Phone: (509) 663-8161<br>Email: <a href="mailto:kalahar.k@wenatcheeschools.org">kalahar.k@wenatcheeschools.org</a>                                          |
| WITH COPY TO<br>BUYER'S<br>ATTORNEY:  | Thomas F. O'Connell<br>Davis, Arneil Law Firm, L.L.P.<br>617 Washington St.<br>Wenatchee, Washington 98801<br>Phone: 509-662-3551<br>Email: <a href="mailto:tom@dadkp.com">tom@dadkp.com</a>                                         |
| WITH COPY TO<br>SELLER'S<br>ATTORNEY: | Denise L. Stiffarm<br>Pacifica Law Group<br>401 Union Street, Suite 1600<br>Seattle, WA 98101-2668<br>Phone: 206-602-1203<br>Email: <a href="mailto:denise.stiffarm@pacificallawgroup.com">denise.stiffarm@pacificallawgroup.com</a> |

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

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

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

18. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Buyer, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such

suit or proceedings, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred relative to such suit or proceeding from the substantially nonprevailing party, in addition to such other available relief.

19. Representation. Thomas F. O'Connell of Davis, Arneil Law Firm L.L.P., represents Buyer. Denise L. Stiffarm of Pacifica Law Group represents the Seller. Neither representative is providing real estate brokerage services.

20. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically made in compliance with the ESIGN Act of 2000 (as the same may be amended) (e.g., DocuSign), and any counterpart so executed and delivered shall be deemed to have been duly and validly executed and delivered for all purposes. Each and all of these counterparts shall be deemed for all purposes to be one document, binding as such on the parties.

21. Survival. All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and warranties, attorneys' fees and costs, disclaimers, repairs, rents and utilities, etc.

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

23. Property Disclosure Form. Buyer hereby waives receipt of the Seller Disclosure Statement provided for in RCW 64.06.015. Seller hereby represents that no answer to any of the questions in the section entitled "Environmental" would be "yes."

24. Event of Default. In the event of a default under this Agreement by one party (including a breach of any representation, warranty or covenant set forth herein), without any default or breach by the other party, the non-defaulting party's sole and exclusive remedy shall be retention of the Deposit held by Escrow Agent, together with all interest earned thereon. The Parties acknowledge that in the event of such default, the other party shall have incurred substantial but unascertainable damages and that therefore the provision herein for liquidated damages is valid.

25. Effective Date. The "Effective Date" of this Agreement shall be the date of the last signature of the Parties.

*[signatures on the following page]*

BUYER:  
MJ PROPERTY VENTURES, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

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

SELLER:  
WENATCHEE SCHOOL DISTRICT

By \_\_\_\_\_  
KORY KALAHAR, Superintendent

DATE: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

That portion of Lot 1 as delineated on Chelan County Short Plat No. 1106, Chelan County, Washington, recorded May 30, 1984, in Book SP-2 of Short Plats, Page 18; lying South of the following described line; Beginning at the Southwest corner of said Lot 1, thence North 72°57'28" East to a point on the West line of the said right of way of the Great Northern Railway Company, 32.00 feet northerly of the Southeast corner of said Lot 1.

EXHIBIT B  
FORM OF QUIT CLAIM DEED

Return Address:  
Davis, Arneil Law Firm, LLP  
Thomas F. O'Connell  
617 Washington Street  
Wenatchee, WA 98801  
(509)662-3551

QUIT CLAIM DEED

Reference numbers of related documents: n/a

Grantors:

1. Wenatchee School District #246, a political subdivision of the State of Washington

Grantees:

1. MJ Property Ventures, LLC, a Washington limited liability company

Legal Description:

1. T 23N R 20EWM S 28 PT SE SW SE
2. Additional legal description is on page 1 of document

Assessor's Property Tax Parcel Account Number(s): portion of 23202830320

THE GRANTOR(S), Wenatchee School District #246, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, conveys and warrants to MJ Property Ventures, LLC, interest in the following described real estate, situated in the County of Chelan, State of Washington, including any after acquired title:

That portion of Lot 1 as delineated on Chelan County Short Plat No. 1106, Chelan County, Washington, recorded May 30, 1984, in Book SP-2 of Short Plats, Page 18; lying South of the following described line; Beginning at the Southwest corner of said Lot 1, thence North 72°57'28" East to a point on the West line of the said right of way of the Great Northern Railway Company, 32.00 feet northerly of the Southeast corner of said Lot 1.

SIGNATURE FOLLOWS

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WENATCHEE SCHOOL DISTRICT #246, a  
political subdivision of the State of Washington

By: \_\_\_\_\_  
Dr. Kory Kalahar, Superintendent

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Dr. Kory Kalahar is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Wenatchee School District #246 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington  
My Commission Expires

EXHIBIT C  
FORM OF RECIPROCAL EASEMENT