



**Board of Trustees, District No. 20
Walla Walla Community College
Special Board Meeting
Board Room (161) | WWCC Walla Walla Campus
Thursday | July 18, 2024 | 4:00 p.m.**

To connect to the Thursday, July 18, 2024 Special Board Meeting virtually, go to ZOOM:
<https://wwcc-edu.zoom.us/j/84340678485> or dial-in: 253/215-8782.

Special Board Meeting Agenda

All Times Are Estimates

- | | | | |
|------------------|--|---------------|--------------|
| 4:00 p.m. | Call to Order
<i>Ms. Tara Leer, Chair</i> | | |
| 4:01 p.m. | Recess to Executive Session to Discuss Negotiations and Purchase or Lease of Real Estate | | |
| 4:20 p.m. | Consider Approval of Memorandums of Understanding Between the Board of Trustees of Community College District No. 20 and the Walla Walla Community College Association for Higher Education
<i>Ms. Brooke Marshall</i> | Action | Tab 1 |
| 4:25 p.m. | Real Estate Acquisition
<i>Dr. Chad Hickox and Mr. Patrick Sisneros</i> | Action | Tab 2 |
| 4:30 p.m. | Public Comment
<i>Persons wishing to express their views on any matter must sign up in advance and are limited to three minutes.</i> | | |
| 4:45 p.m. | Adjournment | | |

MOU: UPDATED Article 16: Professional Meetings

Memorandum of Understanding
Between the Board of Trustees of Community College District No. 20
and
the Walla Walla Community College Association for Higher Education (AHE)

UPDATED: Professional Meetings

Whereas, the Parties have engaged in negotiations; and

In recognition of the above, the Parties agree to change and update the 2022-25 Contract as pertains to Article 16 by adding the following language:

- 16.4 Faculty working outside of a 176-day or 212-day contract shall be compensated for work at a rate separate from Mode of Instruction rates one (1) through five (5) listed in Appendices C and D of this Agreement. The "Off-Contract/Outside of Contract" rate will be identified as "Mode 6" and will be added to Appendix D with a salary rate as defined in Section 16.6.
- 16.5 Full-Time Faculty (Tenured, Probationary, Annual) and Part-Time Faculty are eligible for Mode 6 compensation. Faculty are eligible for this compensation when work is completed outside of the 176-day contracts or as extra work in addition to the 212-day contracts and not on (a) day(s) selected as (an) option day(s). Administration will ensure that Mode 6 opportunities are equitably available to faculty on 176-day and 212-day contracts.
- 16.6 The Mode 6 rate shall be one-seventh (1/7th) the equivalent of the daily rate of the top Step listed in Appendix C.

For the Employer:

For the Union:

Ms. Tara Leer, Board Chair

Mr. James Peitersen, AHE President

Date

Date

MOU: UPDATED Article 40.4: Part-Time, Overload Faculty Salary Schedule

Memorandum of Understanding
Between the Board of Trustees of Community College District No. 20
and
the Walla Walla Community College Association for Higher Education (AHE)

UPDATED: Part-Time, Overload Faculty Salary Schedule

Whereas, the Parties have engaged in negotiations; and

In recognition of the above, the Parties agree to change and update the 2022-25 Contract as pertains to Article 40.4 by adding the following language:

40.4 Part-Time, Overload Faculty Salary Schedule Cooperative Education/Field Experience/Special Projects/Internship

- C. Overload pay rate for Cooperative Education/Field Experience/Special Projects/Internship will be a flat per student rate of four (4) times the clinical full enrollment and overload adjunct rate according to Appendix D per student.
- D. All special projects topics/special problems courses will be approved in advance by the Dean over the area in consultation with the Vice President of Instruction.

For the Employer:

For the Union:

Ms. Tara Leer, Board Chair

Mr. James Peitersen, AHE President

Date

Date



**WALLA WALLA COMMUNITY COLLEGE
BOARD OF TRUSTEES
PROPERTY ACQUISITION RESOLUTION**

WHEREAS, the Board of Trustees has convened to discuss and consider the purchase and sale agreement concerning the property at 102 Strawberry Lane, Walla Walla 99362; and

WHEREAS, after due deliberation and discussion, the Board believes this property acquisition is aligned with the College's strategic plan; and

WHEREAS, this property will provide the College the ability to better support and grow the Farm to Fork, agricultural, and community-serving programs; and

WHEREAS, this property will significantly expand educational opportunities for students.

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of Walla Walla Community College approves the real estate purchase and sale agreement of January 8, 2024 and all amendments to the agreement.

BE IT FURTHER RESOLVED, the WWCC President and/or their designee are directed to take all necessary actions to implement this resolution.

Accepted on this ____ day of ____, 20

Ms. Tara Leer, Chair
Board of Trustees

After recording return document to:

State of Washington
Department of Enterprise Services
Real Estate Services
P O Box 41468
Olympia WA 98504-1458

Document Title: Amendment to Purchase and Sale Agreement

Seller: Kirk Alan Klicker, as Personal Representative of the Estate Nancy L. Klicker, as to an undivided 8% interest, Klicker Strawberries LLC, a Washington limited liability company, as to an undivided 50% interest, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker, as to an undivided 42% interest

Purchaser: The State Board for Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services

Reference Number of Related Document: #23-12-383

Legal Description: See below.

Assessor's Tax Parcel Number: #360714410037

**AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This Amendment to Purchase and Sale Agreement ("Amendment") modifies that certain Purchase and Sale Agreement dated January 8, 2024, and is made and entered into between the Klicker ETAL, whose address is 106 Strawberry Lane, Walla Walla, WA. ("Sellers") and State Board for Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services ("Purchaser").

Legal description:

Parcel #36-07-14-41-0037

Beginning at the Southeast corner of Section 14, Twn., T7N R36 E.W.M. and run thence.

NO° 28'45"W, along the East line of the Southeast Quarter of said Section 14, a distance of 260.21 feet to its intersection with the North boundary of the Mill Creek Flood Control District and the TRUE POINT OF BEGINNING for this description; thence Southwesterly, along said North boundary the following courses: S65°40'04"W, 141.06 feet; thence S65°35'53"W, 1005.40 feet; thence S71°52'11"W, 273.77 feet; thence leave said North boundary and run thence N2°01'56"W, 889.14 feet; thence N10°15'45"W, 218.53 feet; thence N10°00'00"W, 258.72 feet; thence N26°52'50"W, 145.73 feet; thence N78°07'52"E, 1507.43 feet to a point in the East line of aforesaid Southeast Quarter of Section 14; thence S0°28'45"E, along said East line 1239.79 feet to the true point of beginning.

The purpose of this Amendment is as follows:

1. To remove tax parcel #360714410038 from this purchase agreement leaving the purchase of tax parcel #360714410037, thus reducing the purchase price to \$1,549,952.00 (One Million five hundred Forty-nine thousand, Nine hundred fifty-two dollars and 00/100).

RK
JMK
JMK

2. To reserve the right for the purchaser to purchase from the sellers, tax parcel #360714410038, together with the Manufactured home for the price of \$1,250,950.00, (One Million Two hundred fifty thousand, Nine hundred Fifty-two Dollars 00/100). Should the Purchasers exercise their right to purchase, the Purchasers shall close on this sale within 60 days of receipt from the sellers delivery of a Letter of "No Further Action" from the Department of Ecology as it relates to the recommendations for remediations found within the Contaminated Soils Characterization Report issued by Blue Mountain Environmental and Consulting Co., Inc dated June 10, 2024.
3. The purchaser's inspection period shall be extended to August 30, 2024, with closing to follow on or before September 17, 2024.

The effective date of this amendment is 06-25-2024.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

Name

By: Guy A. Glicker
Personal Representative Nancy L. Kicker Estate
Title: Mrs. Kicker Strawberry Properties L.L.C
Date: July 1, 2024
By: Ronald W. Khil

The State Board for Community and Technical Colleges, Walla Walla Community College,
Acting through the Department of Enterprise Services

Richard Bushnell
Richard Bushnell, Assistant Director
Real Estate Services

Date: 7/3/24

RECOMMENDED FOR APPROVAL:

Jim Hickman, Acquisition/Disposal Specialist

Title: Personal Rep. Donald Kicker Estate
Title: James P. Hickman
Real Estate Services

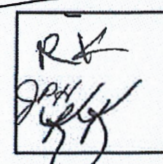
Date: July 1, 2024

Date: 06-26-2024

APPROVED AS TO FORM:

Date: Brian K. / 7/1/24

By: 2 Jul 24
Assistant Attorney General

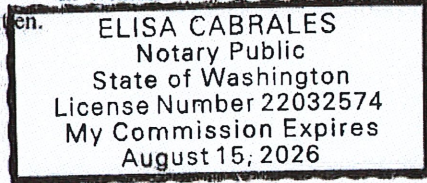


MULTI USE JURAT

STATE OF Washington)
County of Walla Walla) ss.

On this 1st day of July, 2024 before me personally appeared Kirk Alan Kicker and Ronald William Kicker and said person(s) acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the Settlers of the property to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

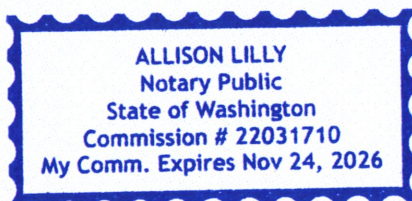


Elisa Cabrales
Notary Public in and for the State of Washington,
Residing at Walla Walla, Washington
My commission expires 8/15/2026

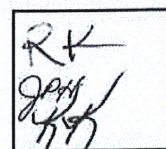
STATE OF WASHINGTON)
County of Thurston) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 3rd day of July, 2024, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that (s)he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

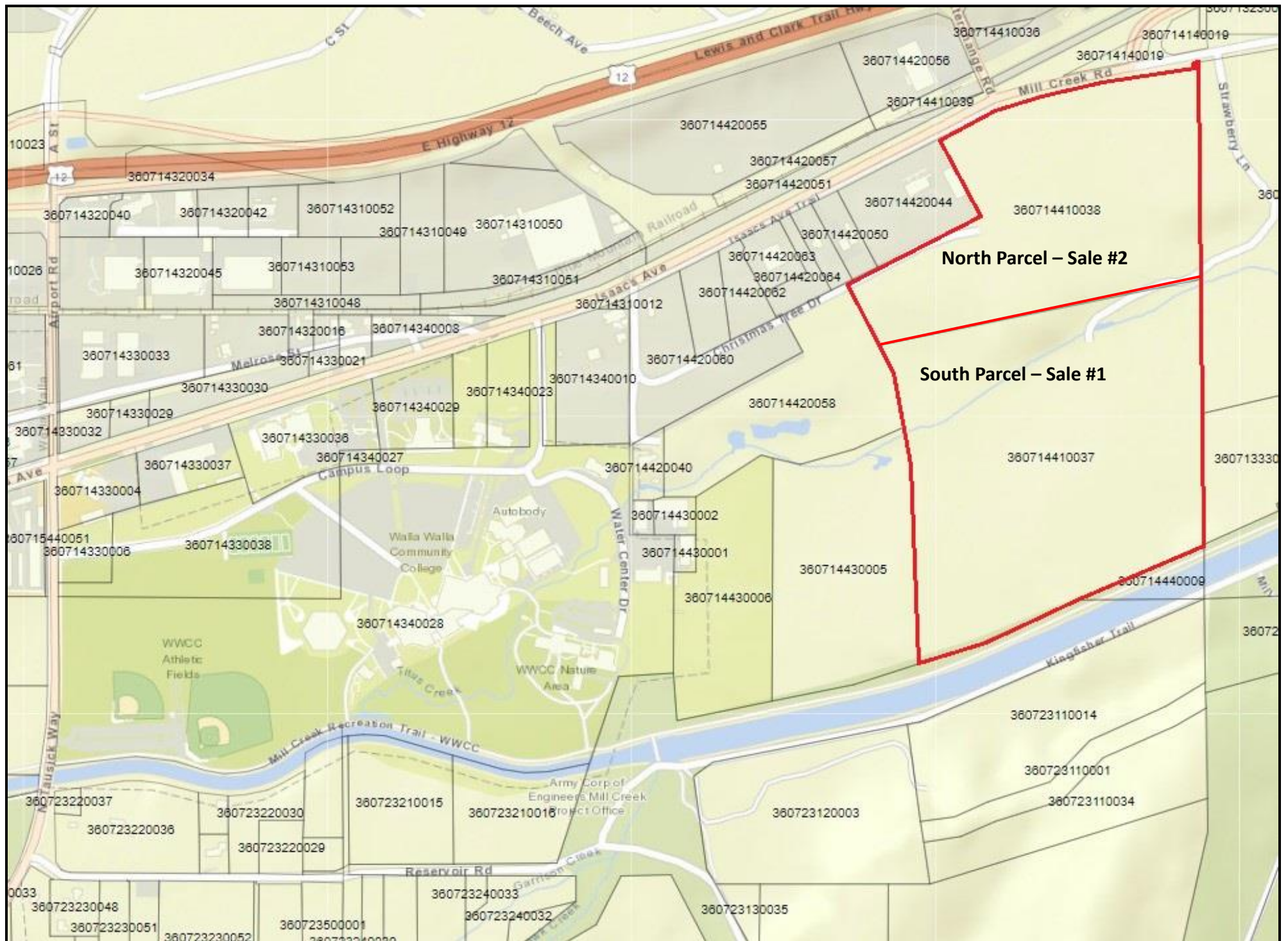
In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Allison Lilly
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 11/24/26



Parcel Map



After recording return document to:

State of Washington
Department of Enterprise Services
Real Estate Services
P O Box 41468
Olympia WA 98504-1458

Document Title: Amendment to Purchase and Sale Agreement

Seller: Kirk Alan Klicker, as Personal Representative of the Estate Nancy L. Klicker, as to an undivided 8% interest, Klicker Strawberries LLC, a Washington limited liability company, as to an undivided 50% interest, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker, as to an undivided 42% interest

Purchaser: The State Board for Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services

Acquisition Number of Related Document: #23-12-383

Legal Description: See Exhibit "A" Legal Description

Assessor's Tax Parcel Number: 360714410038, 360714410037, 500000013976 (1996 Mano Modular Home), see Exhibit "B" Parcel Map and the counteroffer addendum.

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("Amendment") modifies that certain Purchase and Sale Agreement dated January 8, 2024, and is made and entered into between the Kirk Alan Klicker, as Personal Representative of the Estate of Nancy L. Klicker, Klicker Strawberries LLC, a Washington limited liability company, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker, whose address is 106 Strawberry Ln, Walla Walla, WA. 99362, ("Seller") and State Board for Community and Technical Colleges, acting through the Department of Enterprise Services ("Purchaser"), and

Legal description: See Exhibit A

The purpose of this Amendment is as follows:

- 1) To extend the Purchasers Inspection and Evaluation of Property (Section 7 of the Purchase and Sales Agreement), period until July 1, 2024
- 2) Date of Closing. Closing of this transaction may be performed virtually or in person in accordance with WA law."Agent, on or before July 25, 2024, by mutual agreement (see Section 7b of Purchase and Sales Agreement). For purpose of this Agreement the "closing" shall have occurred when all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

All other terms, conditions, covenants, and amendments to the Purchase and Sale Agreement, unless specifically altered, modified, or changed herein, remain in full force and effect.

The effective date of this amendment is immediately upon execution by the parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

Name: Kirk A. Glicker
as Personal Representative Nancy Klicker Estate
By: Kirk A. Glicker
Title: Manager - Klicker Strawberry Properties LLC
Date: May 7, 2024
By: Ronald W. Klier
Title: P.R. DONALD Klicker Estate
Date: May 7 2024

STATE OF WASHINGTON

Acting through the Department of
Enterprise Services

Richard J. Bushnell
Richard J. Bushnell, Assistant Director
Real Estate Services

Date: 5/2/24

RECOMMENDED FOR APPROVAL:

James P. Hickman
Jim Hickman, Acquisition/Disposal Specialist
Real Estate Services

Date: 03-06-2024

APPROVED AS TO FORM:

Date: Alex M. Straub
By: May 7, 2024
Assistant Attorney General

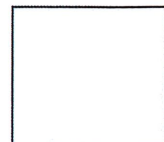
STATE OF)
County of) ss.
)

On this 7th day of May, 2024 before me personally appeared Kirk A. Glicker and Ronald W. Klier and said person(s) acknowledged that they signed this instrument, and on oath stated that they are was authorized to execute the instrument and acknowledged it as the owners of 72 acres to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

ELISA CABRALES
Notary Public
State of Washington
License Number 22032574
My Commission Expires
August 15, 2026

Elisa Cabrales
Notary Public in and for the State of Washington,
Residing at Walla Walla WA
My commission expires 8/15/26



STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

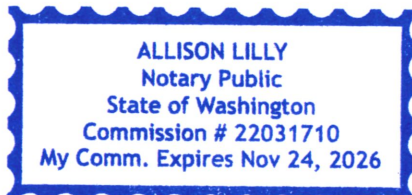
In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

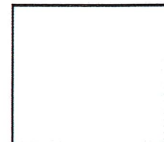
I, the undersigned, a Notary Public, do hereby certify that on this 8th day of May, 2024, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that (s)he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Allison Lilly

Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 11/24/26



State of Washington
Department of Enterprise Services
Real Estate Services
P O Box 41468
Olympia WA 98504-1458

Amendment to the Purchase and Sales agreement dated January 8, 2024

Document Title: Amendment to Purchase and Sale Agreement

Seller: Kirk Alan Klicker, as Personal Representative of the Estate Nancy L. Klicker, as to an undivided 8% interest, Klicker Strawberries LLC, a Washington limited liability company, as to an undivided 50% interest, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker, as to an undivided 42% interest

Purchaser: The State Board for Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services

Acquisition Number of Related Document: #23-12-383

Legal Description: See Exhibit "A" Legal Description

Assessor's Tax Parcel Number: 360714410038, 360714410037, 500000013976 (1996 Mano Modular Home), see Exhibit "B" Parcel Map and the counteroffer addendum.

**AMENDMENT TO
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Legal description: See Exhibit A

The purpose of this Amendment is as follows:

- 1) To extend the Purchasers Inspection and Evaluation of Property period (Section 7a.1 of the Purchase and Sales Agreement), until May 9, 2024, to facilitate the State Board of Community and Technical Colleges and the Walla Walla Community Colleges Boards mandatory approvals.
- 2) Date of Closing. Closing of this transaction shall occur in the offices of the Closing Agent, either in person or virtually in accordance with WA law regarding execution and authentication, on or before May 23, 2024, by mutual agreement (see Section 7b of Purchase and Sales Agreement). For purposes of this Agreement the "closing" shall have occurred when all appropriate documents are recorded, and the proceeds of the sale are available for disbursement to Seller.

All other terms, conditions, covenants, and amendments to the Purchase and Sale Agreement, unless specifically altered, modified, or changed herein, remain in full force and effect.

The effective date of this amendment is 04-03-2024

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

Name: Kirk G. Glicker
mgr Klicker Franchising Properties LLC

By: Kirk G. Glicker

Title: Executor: Nancy L. Glicker Estate

Date: March 28, 2024

Ronald W. Klich
Don Klicker Estate Personal Rep
3/28/2024

STATE OF WASHINGTON

Acting through the Department of
Enterprise Services

Richard J. Bushnell
Richard J. Bushnell, Assistant Director
Real Estate Services

Date: 4/3/24

RECOMMENDED FOR APPROVAL:

James P. Hickman
Jim Hickman, Acquisition/Disposal Specialist
Real Estate Services

Date: 03-26-2024

APPROVED AS TO FORM:

Date: Brin K. Thye

By: 2 Apr 24

Assistant Attorney General

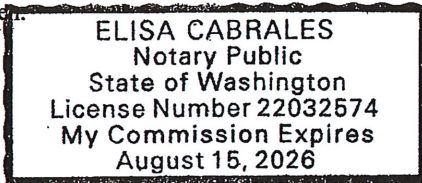
JPH/PDS

MULTI USE JURAT

STATE OF Washington
County of Walla Walla } ss.

On this 28th day of March, 2024 before me personally appeared Kirk A. Klicker and Ronald W. Klicker and said person(s) acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the 72 acres of they were sellers to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Elisa Cabrales
Notary Public in and for the State of Washington
Residing at Walla Walla, WA
My commission expires: 8/15/2026

____ STATE OF WASHINGTON)
) ss.
County of Thurston)

April I, the undersigned, a Notary Public, do hereby certify that on this 3rd day of April, 2024, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, of the Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that (s)he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Allison Lilly
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires : 11/24/26

JPH/PDS

3/8/24 YK
3/8/24 R.K.
~~After recording return document to:~~

State of Washington
Department of Enterprise Services
Real Estate Services
P O Box 41468
Olympia WA 98504-1458

Document Title: Amendment to Purchase and Sale Agreement

Seller: Kirk Alan Klicker, as Personal Representative of the Estate Nancy L. Klicker, as to an undivided 8% interest, Klicker Strawberries LLC, a Washington limited liability company, as to an undivided 50% interest, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker, as to an undivided 42% interest

Purchaser: The State Board for Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services

Acquisition Number of Related Document: #23-12-383

Legal Description: See Exhibit "A" Legal Description

Assessor's Tax Parcel Number: 360714410038, 360714410037, 500000013976 (1996 Mano Modular Home), see Exhibit "B" Parcel Map and the counteroffer addendum.

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PURCHASE AND SALE AGREEMENT**

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Legal description: See Exhibit A

The purpose of this Amendment is as follows:

- 1) To extend the Purchasers Inspection and Evaluation of Property (Section 7 of the Purchase and Sales Agreement), period until April 23, 2024
- 2) Date of Closing. Closing of this transaction shall occur in the offices of the Closing Agent, either in person or virtually in accordance with WA law regarding execution and authentication, on or before May 23, 2024, by mutual agreement (see Section 7b of Purchase and Sales Agreement). For purposes of this Agreement the "closing" shall have occurred when all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

All other terms, conditions, covenants, and amendments to the Purchase and Sale Agreement, unless specifically altered, modified, or changed herein, remain in full force and effect.

The effective date of this amendment is immediately upon execution by the parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

Name

STATE OF WASHINGTON

By: Ronald W. Klicher 3/8/24

Title: Personal Rep
DON KLICKER EST.

Date: 3/8/2024

Jim A. Klicher mng'r Klicher Strategic Properties LLC
Jim A. Klicher Personal Representative of Nancy L. Klicher Estate

Acting through the Department of
Enterprise Services.

Richard J. Bushnell
Richard J. Bushnell, Assistant Director
Real Estate Services

Date: 3/6/24

RECOMMENDED FOR APPROVAL:

James P. Hickman
Jim Hickman, Acquisition/Disposal Specialist
Real Estate Services

Date: 03-06-2024

APPROVED AS TO FORM:

Date: *Ben K. Thompson*

By: 6 Mar 24
Assistant Attorney General

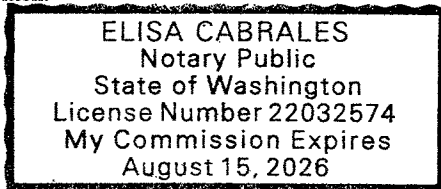


MULTI USE JURAT

STATE OF Washington,
County of Walla Walla } ss.

Kirk Alan Hickey and Ronald William Hickey on this 8th day of March 2024 before me personally appeared and said person(s) acknowledged that they signed this instrument, and on oath stated that they are authorized to execute the instrument and acknowledged it as the 72 Acres Sellers of the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

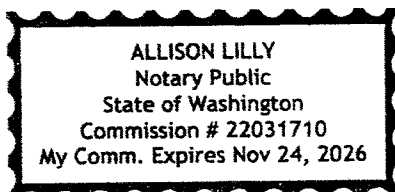


Elisa Cabrales
Notary Public in and for the State of Washington,
Residing at Walla Walla County
My commission expires 8/15/26

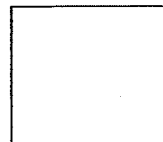
STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 6th day of March, 2024, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that (s)he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Allison Lilly
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 11/24/26



ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated January 8, 2024 1
between SBCTC, for Walla Walla Community College ("Buyer") 2
Buyer Buyer
and Klicker ETAL ("Seller") 3
Seller Seller
concerning 102 Strawberry Lane Walla Walla WA 99362 (the "Property"). 4
Address City State Zip

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

With regards to Section 7. Inspection and Evaluation of Property - the Seller will have until February 23, 2024 to provide documentation. 6

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

31

JSB 2/24/24
Buyer's Initials Date

mgr Klicker Strawberry
Properties LLC
Executor 2/7/24 Ronald W. Klicker 2/16/24
Seller's Initials Date Seller's Initials Date
Nancy F. Klicker
Estate
Executor Don. K. EST.

#2

COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated 1-08-2024,
concerning 102 Strawberry Lane, Walla Walla, WA. 99362 (the "Property"),
by, SBCTC, for Walla Walla Community College, as Buyer
and the undersigned Klicker ETAL, as Seller
are accepted, except for the following changes.

☐ The Purchase Price shall be \$ _____
☒ Other.

This represents the buyer's counteroffer to the seller's counteroffer.

The paragraph below is meant to amend the language found on item 5.) of the sellers
counteroffer.

1.) This property is currently in Open Space with Walla Walla County. Buyer agrees to file a
continuance to retain this classification unless, as a state entity, the Buyer need not comply with
any such requirement in order for seller to avoid incurring additional property tax liability by
virtue of the loss of Open Space designation.

This counteroffer shall expire at 9:00 p.m. on _____ (If not filled in, the second day following the date
of the last signature of the counterofferor below), unless it is sooner withdrawn. Acceptance shall not be effective
until a signed copy is received by the counterofferor, their broker or at the licensed office of their broker. If this
counteroffer is not so accepted, it shall lapse and the Earnest Money shall be refunded to Buyer.

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

Signature

Date

Signature

Date

The above counteroffer is accepted.

Signature

Date

Signature

Date

Nancy L. Klicker 1/31/24
Nancy L. Klicker 01/31/2024
as Executor
Nancy L. Klicker Estate

#1
COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated January 8, 2024, 1
concerning 102 Strawberry Lane, Walla Walla, WA 99362 (the "Property"), 2
by, WWCC (see below), as Buyer 3
and the undersigned Klicker ETAL (see below), as Seller's 4
are accepted, except for the following changes. 5

☒ The Purchase Price shall be \$ 2,900,000.00 6
Two Million, Nine Hundred Thousand 7

☒ Other. 8

1) Seller name is Kirk Alan Klicker, as Personal Representative of the Estate of Nancy L Klicker, as to an 9
undivided 8% interest, Klicker Strawberries Properties, LLC, a Washington limited liability company, as to 10
an undivided 50% interest, Ronald W Klicker as Personal Representative of the Estate of Donald Klicker, as 11
to an undivided 42% interest. 12

2) Buyer name is State Board for Community and Technical Colleges, Walla Walla Community College. 13

3) Purchase Price to be as follows: \$2,685,000.00 for tax parcels 36071440038 and 360714410037. 14
\$215,000.00 for parcel number 500000013976 (1996 Mano Modular Home) owned by the Estate of Nancy 15
Klicker. Total Purchase Price is \$2,900,000.00. 16

4) Closing date to be May 1, 2024 with no extension unless mutually agreed upon by Seller and Buyer. 17

5) ~~Property is currently in Open Space with Walla Walla County. If buyer wants to remove the property from~~ 18
~~Open Space Buyer is responsible for the tax penalty. See Counteroffer #2~~ 19

6) Personal property to be removed by closing for Modular Home. Farm equipment, etc to be removed by 20
closing or specific extension as agreed between WWCC and Seller in writing. Game fencing removal and or 21
timing will be determined by WWCC and Seller. 22

7) One irrigation pump/panel/motor is included in the sale. Serial numbers to be provided. 23

8) Access to the property to be through Parcel #360714410038. An additional access easement of 60 feet 24
wide will be provided over Parcel # 360714420058 from the NE corner of the existing easement running East 25
to the Western boundary of Parcel # 36071440038. This will require and address change for the modular 26
home. 27

This counteroffer shall expire at 9:00 p.m. on January 25, 2024 (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

Kirk A. Klicker 01/22/2024 Ronald W. Klicker 01/22/2024
Signature Date Signature Date

The above counteroffer is accepted.

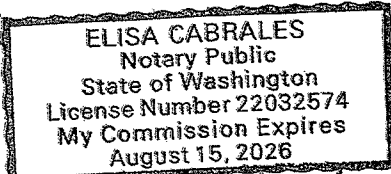
Signature Date Signature Date

MULTI USE JURAT

STATE OF Washington
County of Walla Walla ss.

On this 22nd day of January, 2024 before me personally appeared Kirk Alan Kieboer and Ronald W. Kieboer said person(s) acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the sekers of Walla Walla County Property to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

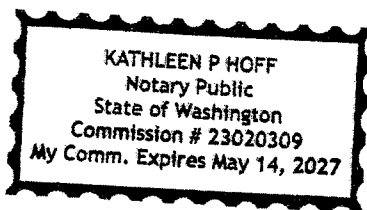


Elisa B. Cabrales
Notary Public in and for the State of Washington
Residing at Walla Walla, Washington
My commission expires 8/15/2026

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 31st day of JANUARY 2024, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that (s)he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Kathleen P. Hoff
Notary Public in and for the State of Washington
Residing at Thurston County
My commission expires 5-14-2027

Exhibit A

Legal Descriptions

Parcel #36-07-14-41-0037

Beginning at the Southeast corner of Section 14, Twn., T7N R36 E.W.M. and run thence N0°28'45"W, along the East line of the Southeast Quarter of said Section 14, a distance of 260.21 feet to its intersection with the North boundary of the Mill Creek Flood Control District and the TRUE POINT OF BEGINNING for this description; thence Southwesterly, along said North boundary the following courses: S65°40'04"W, 141.06 feet; thence S65°35'53"W, 1005.40 feet; thence S71°52'11"W, 273.77 feet; thence leave said North boundary and run thence N2°01'56"W, 889.14 feet; thence N10°15'45"W, 218.53 feet; thence N10°00'00"W, 258.72 feet; thence N26°52'50"W, 145.73 feet; thence N78°07'52"E, 1507.43 feet to a point in the East line of aforesaid Southeast Quarter of Section 14; thence S0°28'45"E, along said East line 1239.79 feet to the true point of beginning.

Parcel #36-07-14-41-0038

Beginning at the Southeast corner of Section 14, Twn. 7N, R36 E.W.M. and run thence N0°28'45"W, along the East line of the Southeast Quarter of said Section 14, a distance of 1500.00 feet to the TRUE POINT OF BEGINNING for this description; thence S78°07'52"W, 1507.43 feet; thence N26°52'50"W, 330.00 feet to a point in the Southerly line of Parcel 1 of that certain Short Plat recorded in Book 3 of Short Plats at page 97, Records of Walla Walla County Auditor; thence N63°07'10"E, along the Southerly lines of Parcel 1 and Parcel 2 of said Short Plat and along the Southerly line of that tract of land conveyed to Lighthall, by deed, recorded in Book 140 of Deeds at page 514, a distance of 687.47 feet to the Southeasterly corner of said Lighthall tract; thence N27°29'10"W, along the Easterly line of said Lighthall tract 411.97 feet to the Northeasterly corner thereof said point also being on the Southerly R/W line of Isaacs Avenue (formerly SR 12); thence Northeasterly along the Southerly RAW of Isaacs Ave. being 50' to centerline and the Southerly right of way of Mill Creek Road the following courses: N62°31'00"E, 162.94 feet to ENG P.C. STA 118+31.97; thence Northeasterly, on a curve to the right, having a radius of 1650.00 feet and through a central angle of 17°23'59", an arc distance of 501.08 feet to ENG P.T. STA 123+49.71; thence N79°55'44"E, along the Southerly right of way line of Mill Creek Road 566.57 feet to ENG STA 129+16.28 and an angle point in said right of way line; thence N10°04'16"W, 20.00 feet to the Southerly right of way of Mill Creek Road, said right of way line being 30.00 feet from centerline; thence N79°55'44"E, along said Southerly right of way 21.58 feet to its intersection with the East line of aforesaid Southeast Quarter of Section 14; thence S0°28'45"E, along said East line 1018.85 feet to the true point of beginning.

60' Easement
Item 8 on
Counteroffer

Exhibit C

EARNEST MONEY PROMISSORY
NOTE

Effective Date: January , 2024

Note Amount: \$30,000.00

For value received, the State Board for Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services, referred to as "Buyer" agrees to pay to, LAND TITLE OF WALLA WALLA COUNTY, also referred to as "Title Company" to be deposited into an interest-bearing escrow account for the sum of Thirty Thousand Dollars (\$30,000.00), except in cases of default, as follows:

Upon Purchaser's written delivery of a satisfactory Inspection and Evaluation of Property contingency, no less than Thirty (30) Days prior to closing, as set forth in Section 7 of the Purchase and Sales Agreement (PSA), dated January , 2024, Earnest money shall be applied to the purchase price at closing.

The Earnest Money shall be paid by certified check, money order, or by electronic transfer of funds and paid to the order of:

LAND TITLE OF WALLA WALLA COUNTY
Attn: (Escrow Agent)
33 E. Main Street
Walla Walla, WA. 99362
Phone: 509-529-4600

In case of Purchasers default, to the following: Funds shall be released to (as outlined below):
Kirk Alan Klicker, as Personal Representative of the Estate of Nancy L. Klicker, Klicker Strawberries LLC, a Washington limited liability company, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker
ATTN: Kirk Klicker
106 Strawberry Ln,
Walla Walla, WA. 99362

Purchaser has the right to pre-pay any amounts due under this Note without penalty. This Note is in satisfaction of the obligation to pay Earnest Money under that certain Purchase and Sale Agreement (PSA) between Purchaser and Seller dated January 08, 2024. Purchaser's failure to carry out the terms of this Note and pay the Earnest Money strictly as above shall constitute default on said PSA as well as on this Note. Seller's failure to provide written notice of a satisfactory Inspection and Evaluation of Property, as required under the PSA and described above, constitutes a default on the PSA and on this Note. Upon any such default, Purchaser may terminate and cancel the purchase of the Property and this Note, in which case, neither Purchaser nor Seller shall have any further rights against or obligations to the other under either instrument.

If Purchaser defaults, all amounts due under this Note become immediately payable, and interest shall immediately begin accruing on amounts remaining unpaid under the Note at six percent (6%) per annum, until paid, and Seller may initiate legal action without notice, demand, or presentment.

After recording return document to:

State of Washington
Department of Enterprise Services
Real Estate Services
P O Box 41468
Olympia WA 98504-1468

Document Title: Purchase and Sale Agreement

Seller: Kirk Alan Klicker, as Personal Representative of the Estate Nancy L. Klicker, as to an undivided 8% interest, Klicker Strawberries LLC, a Washington limited liability company, as to an undivided 50% interest, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker, as to an undivided 42% interest

Purchaser: The State Board for Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services

Legal Description: See Exhibit "A" Legal Description

Assessor's Tax Parcel Number: 360714410038, 360714410037, see Exhibit "B" Parcel Map

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered into between, Kirk Alan Klicker, as Personal Representative of the Estate of Nancy L. Klicker, Klicker Strawberries LLC, a Washington limited liability company, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker, whose address is 106 Strawberry Ln, Walla Walla, WA. 99362, for their heirs, executors, administrators, successors, and assigns, hereinafter called the "Seller", and State of Washington, The State Board for Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services, hereinafter called the "Purchaser".

1. **Property to be Conveyed.** Subject to the terms herein, Purchaser and Seller agree to the conveyance from the Seller to the Purchaser of the Property as legally described on Exhibit A, as attached, including all improvements thereon, and any and all personal property used in the operation of the land and improvements. Said property as shown on Exhibit B located in the City of Walla Walla, County of Walla Walla, State of Washington, and contains approximately 72.96 acres.

2. **Effective Date of Agreement.** This Agreement shall be effective and binding upon either party only upon such date (the Effective Date) that it has been fully executed and notarized by all parties on the signature pages attached and approved as to form by the Office of the Attorney General. This provision may not be waived by partial performance or otherwise and no reliance shall be placed on this Agreement until it is so executed and approved. Purchaser must execute the Agreement before a notary public and return it to Seller on or before the close of business on (to be determined).

3. **Purchase Price.** The purchase price shall be (\$2,700,000.00) Two Million Seven-Hundred Thousand Dollars and 00/100.

3.1 **Earnest Money** --(Please See Promissory Note Option) (see attached Exhibit - C)

3.2 **Payment of Purchase Price.** After the subtraction of all credits including any earnest money paid, Purchaser shall pay the balance of the Purchase Price to the Seller on the Closing Date via wire transfer of funds, or a certified check or cashier's check.

3.3 This Agreement is subject to the Seller obtaining final review and approval of the Office of the Attorney General of the State of Washington and shall not be binding in any way on the parties until fully executed by the signators set forth below.

3.4 All utilities such as electricity, water, gas, oil and real property taxes shall be prorated to the date of closing.

3.5 Any special assessments, L.I.D. assessments and R.I.D. assessments which are levied against the property at the time of closing shall be prorated to the date of closing and transferred into the name of the Purchaser upon closing.

4 Effective Date. This Agreement shall be effective and binding on the date that it is fully executed by both parties and shall not be in any way binding on either party until fully executed. The parties shall obtain all approvals of their governing bodies or management that are necessary to enter a binding agreement prior to executing the Agreement.

5 Escrow. The parties shall deposit this Agreement, and such other documents and monies as are required hereby into an Escrow (the "Escrow") established with:

LAND TITLE OF WALLA WALLA COUNTY
Attn: (Escrow Agent TBD)
33 E. Main Street
Walla Walla, WA. 99362

6 Title. Subject to performance by the Purchaser, the Seller agrees to execute and deliver on the date of closing a Statutory Warranty Deed to the subject Property free and clear of all encumbrances except those to which the Purchaser has objected and not waived the objection. At least thirty (30) days before closing, Purchaser shall provide the Closing Agent and Seller a written statement of any exceptions to title that it requests be cleared at or prior to closing. Upon receiving such statement, Seller shall have ten (10) days to clear any exceptions not approved by Purchaser. At the conclusion of said period, if clearance of all objectionable exceptions has not been arranged, Purchaser may then either:

- a. Terminate this Agreement, by written notice to Seller, no later than five (5) days prior to closing, thereafter neither party shall have any further rights or liabilities hereunder; or
- b. Reach agreement with Seller, no later than five (5) days prior to closing, to have the exceptions cleared or waive its objections to these exceptions, in such event, the parties shall close the transaction contemplated by this Agreement, subject to such exceptions that have not been eliminated. Failure to provide a timely notice of termination under "5a." above shall constitute a waiver of objections not resolved by written agreement.

7 Inspection and Evaluation of Property. Within seven (7) business days of the effective date of this Agreement, Seller shall provide or make available to Purchaser for inspection and copying to the extent available or within Seller's possession or control, copies of all contracts, appraisals, environmental surveys or audits of the Property or the improvements, tenant leases, certificates of occupancy, soils reports, spill reports, permits, notices of violation, orders or penalties, real property records, including copies of property tax assessments, L.I.D. and R.I.D. proposals, agreements, leasing proposals and any other documents and information in the possession or control of Seller and pertaining to the Property and all other items which Purchaser deems reasonably necessary to conduct its review of the Property.

Purchaser shall have until Sixty (60) days before closing in which to conduct its review of the Property (Inspection Period). The Inspection Period shall include any extension of closing made before the end of the last Inspection Period date. Said review may include periodic physical and engineering inspections of the Property. Seller agrees to cooperate with and assist Purchaser in the physical inspections of the Property and such documents, books, records and information, provided that such inspections shall be conducted during normal business hours or at such other times as is reasonable and necessary to conduct the inspection. Purchaser shall repair any damage to the Property caused by Purchaser, its employees or agents during such inspections. Based on such review, Purchaser may request revision to the terms of this purchase and/or terminate this Agreement upon providing written notice to the Seller at least Sixty (60) days before closing. If Purchaser does not waive this contingency in writing or timely requests revisions, for which the parties come to agreement prior to the end of the Inspection Period, or the Purchaser does not withdraw the request for revisions prior to such date, this Agreement shall terminate at the end of the Inspection Period, and the earnest money shall be returned to Purchaser.

a. This Agreement is subject to completion by Purchaser of the following no later than the end of the Inspection Period. However, the Purchaser may waive any of these items in writing, and this date may be extended by an agreement of the parties memorialized in electronic mail or other written form. If Purchaser does not waive any such item by the end of the Inspection Period, as may be extended, this Agreement shall terminate.

- a.1 Final review of the Purchase and Sale Agreement and written approval of The State Board for Community and Technical College, Walla Walla Community College;
- a.2 Receipt, review and approval of a real estate appraisal report;
- a.3 Receipt, review and approval of any leases on the land and/or improvements;
- a.4 Receipt, review and approval of a hazardous waste audit;
- a.5 Receipt, review and approval of a preliminary title report; and
- a.6 Final review and approval by the Office of the Attorney General of the State of Washington.

b. Date of Closing. Closing of this transaction shall occur in the offices of the Closing Agent, on or before June 18, 2024, by mutual agreement. For purposes of this Agreement the "closing" shall have occurred when all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

In the event the Purchaser wishes to extend the closing date beyond June 18, 2024 (the closing date), the Seller agrees that the Purchaser may extend the closing date by 30-days from the end of the Inspection period providing written notice. Provided, such an extension may not exceed August 01, 2024, without written agreement of both parties.

8 Closing Costs. Seller shall pay the following costs and expenses in connection with this transaction:

- a) Seller's attorneys' fees;
- b) One-half (½) Escrow fee;
- c) Real property taxes shall be prorated to the date of closing, with the Seller paying the portion accruing for the period prior to the date of closing, unless the Property is leased to Purchaser, in which case the terms of the Lease concerning taxes shall govern;
- d) All special assessments, L.I.D. assessments, and R.I.D. assessments affecting the Property shall be paid in full;
- e) Real estate excise taxes or transfer taxes due on the conveyance, if any;
- f) Any real estate brokerage commissions or fees due on the transaction;
- g) One-half of the Title insurance premium or abstract fee and sales tax thereon for the American Land Title Association (ALTA) extended title insurance policy.

Purchaser shall pay the following costs and expenses in connection with this transaction:

- a) Purchaser's attorneys' fees;
- b) One-half (½) the Escrow fees;
- c) Fees for recording of the Statutory Warranty Deed; and
- d) Real property taxes shall be prorated with Purchaser paying the portion accruing for the period after the date of closing, if applicable. The state of Washington is real estate tax exempt;
- e) One-half of the Title insurance premium or abstract fee and sales tax thereon for the American Land Title Association (ALTA) extended title insurance policy.
- f) Purchaser to pay all contracted consultant fees from Associated Appraisers of Walla Walla, LLC for College approved services rendered, at closing.

9 Governmental Approval. If the approval of any governmental agency is required for the sale of the Property, it is understood and agreed that this Agreement is subject to obtaining such approval. Purchaser shall, at Purchaser's expense, use its best efforts and take all steps necessary to obtain such governmental approval. The closing date shall be extended, subject to the limits in paragraph 7.1 of this Agreement, for such period as may be required to obtain such approval.

10 Survey; Subdivision. In the event a city, county, or other governing authority having jurisdiction over the Property requires a survey or plat or has a subdivision ordinance, Purchaser shall, at Purchaser's expense, comply with such ordinance and take all steps necessary to obtain such survey, plat or subdivision. Seller agrees to cooperate with Purchaser in obtaining the necessary approvals. The closing date shall be extended, subject to the limits set forth in paragraph 8.1 of this Agreement, for such period as may be required to obtain such approval.

11 Possession. Purchaser shall be entitled to possession of the Property upon the date of closing, subject only to such matters approved in writing by Purchaser.

12 Commission. Seller warrants and represents to Purchaser that Seller is responsible for all real estate brokerage commissions or fees of any kind or type that are due and payable on this transaction.

13 Governing Law; Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Thurston County, Washington, provided that venue is permitted under Washington law.

14 Time is of the Essence. Time is of the essence in the performance of any obligations pursuant to this Agreement. Failure of either party to insist upon the strict performance of the other party's obligation hereunder shall not constitute a waiver of strict performance thereafter of all of the other party's obligation hereunder.

15 Amendment, Waiver. No modification, termination or amendment of this Agreement may be made except by written agreement or as otherwise may be provided in this Agreement. No failure by Purchaser to insist upon the strict performance of the seller's obligations hereunder shall constitute a waiver of strict performance thereafter of all of the Seller's obligations hereunder. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller and Purchaser and their respective legal heirs, legal representatives, successors and assigns.

16 Notices. Any notices required or permitted to be given shall be in writing and delivered either in person or electronically or by certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as may be designated by either party:

SELLER:

Kirk Alan Klicker, as Personal Representative of the Estate of Nancy L. Klicker,
Klicker Strawberries LLC, a Washington limited liability company, and Ronald W.
Klicker as Personal Representative of the Estate of Donald Klicker
ATTN: Kirk Klicker
106 Strawberry Ln,
Walla Walla, WA. 99362

Northwest First Realtors
ATTN: Mark Grant
320 N. Colville
Walla Walla, Washington 99362
Email: mark.grant@heritagelandgroup.com

PURCHASER:

Walla Walla Community College
ATTN: Chad Hickox
500 Tausick Way
Walla Walla, Washington 99362
Email: chad.hickox@wwcc.edu

The State Board for Community and Technical Colleges, Walla Walla Community College
c/o Real Estate Services
ATTN: Jim Hickman
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

Associated Appraisers of Walla Walla, LLC
2 W. Main Street
Walla Walla, Washington 99362
Email: office@asapww.com; mike@asapww.com

Any notice given pursuant to this Agreement shall be deemed effective the day it is personally delivered or three (3) business days after the date it is deposited in the United States mail.

17 Entire Agreement. All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may not be changed or terminated orally.

18 Leases. All leases on land and/or improvements on the property shall be assigned to the Purchaser at the time of closing. All rents, including prepaid rents, if any, shall be prorated to the date of closing and any damage or security deposits affecting terminated tenancies shall be refunded at closing to the tenant entitled thereto or paid to the account of the Purchaser in accordance with the terms of the lease or rental agreement. Tenancies to be continued shall be assigned to Purchaser.

19 Indemnity. Seller shall indemnify, and hold Purchaser harmless from and against any costs, expenses and liabilities, including without limitation reasonable attorneys' fees, which Purchaser may suffer or incur in connection with (i) its ownership of the Property resulting from any action or inaction of Seller, its agents or

employees occurring before the closing; (ii) any misrepresentation in or omission of any material documents, items, or information to be submitted by Seller to Purchaser relating to the Property or its operations known by Seller; (iii) failure of Seller to perform any of its obligations hereunder; or (iv) failure of Seller to disclose any latent defect of which it has knowledge or reason to know. This provision shall survive closing.

20 Non-Foreign Affidavit. Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code, as amended, and the regulations promulgated thereunder. Seller shall, upon request of Purchaser, complete an affidavit to the effect.

21 Environmental Concerns. The Seller warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Seller shall indemnify and hold harmless the Purchaser with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the Purchaser. This provision shall survive closing.

22 Assignment. Seller agrees that this instrument and all rights, title and interest of the Purchaser are fully assignable by the Purchaser to other governmental entities.

23 Default; Remedies; Specific Performance. In the event of material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof by Seller, Purchaser shall have, in addition to a claim for damages from such breach or default and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right to (a) demand and have specific performance of this Agreement; (b) demand injunctive relief to enforce any provision of this Agreement; or (c) terminate this Agreement upon written notice without any additional liability to Seller and Purchaser shall be entitled to a full refund of any payments outlined herein. In the event of a material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof by Purchaser, Seller's only remedy shall be collection of all earnest money deposited in Escrow, if so provided under the terms provided in Paragraph 2.1.

24 Condition of Title. Seller hereby agrees from and after the date hereof until the termination of this Agreement or the closing of the sale of the Property, that (i) it will take no action that will adversely affect title to or development of the Property; (ii) it will not mortgage, encumber or permit the encumbrance of all or any portion of the Property without Purchaser's prior written consent; and (iii) it will not enter into any written or oral contracts or agreements with respect to the Property.

25 Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

26 Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the parties preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

27 Damage to Real Property. If prior to the Closing Date, all or any portion of the property to be conveyed is damaged, destroyed or rendered inoperative (collectively "Damage" but not including demolition that parties agree upon) by fire, natural elements, or other causes for which the Purchaser is not responsible, then the Purchaser may by giving written notice terminate this Agreement and cancel the purchase of the Property, and in which case, neither Purchaser or Seller shall have any further rights against or obligations to the other under this Agreement, which specifically survive termination of this Agreement. If Purchaser elects to proceed to close and

purchase the real property then Seller shall assign at or before closing to Purchaser all of proceeds that have or will be paid, if any, as a result of such Damage. This provision shall survive closing.

28 No Waiver of Eminent Domain Power. Nothing in this Agreement shall constitute, or be construed as constituting, any limitation upon Purchaser or any waiver by Purchaser with respect to its exercise of the power of eminent domain in connection with any property.

29 Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30 Remedies Cumulative. Except as otherwise expressly provided herein, the rights and remedies given herein to Purchaser and Seller shall be deemed cumulative, and the exercise of one or more of such remedies shall not operate to bar the exercise of any other rights reserved to Purchaser or Seller under the provisions of this Agreement.

31 Purchaser's Title Information. Unless otherwise notified by Purchaser in writing prior to the date of closing, Seller shall convey the Property to Purchaser as follows:

The State Board for Community and Technical Colleges, Walla Walla Community College,

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

SELLER(S)

Kirk Alan Klicker, as Personal Representative of the Estate of Nancy L. Klicker, Klicker Strawberries LLC, a Washington limited liability company, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker

By: Kirk A. Klicker
Kirk Alan Klicker

Date: 01/22/2024

By: Ronald W. Klicker
Ronald W. Klicker

Date: 01/22/2024

PURCHASER

State Board of Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services

By: Richard J. Bushnell
Richard J. Bushnell, Assistant Director
Department of Enterprise Services

Date: 1/31/24

RECOMMENDED FOR APPROVAL

By: Jim Hickman
Jim Hickman, Acquisition / Disposal Specialist
Real Estate Services

APPROVED AS TO FORM:

By: Brian K. Flap
Assistant Attorney General

Date: 31 Jan 24

The party in default under this Note shall pay to the non-defaulting party, in addition to any damages, principal and/or interest owed, all reasonable attorneys' fees and all court and collection costs incurred to enforce the Note. This Note and any dispute regarding this Note shall be governed by the laws of the State of Washington. Venue in any action to enforce this Note shall lay exclusively in the Superior Court of Thurston County, Washington.

This Note, and all rights and obligations under this Note, are binding upon the parties' heirs, assigns, and successors, however denominated.

This Note represents the entire agreement regarding its subject matter between the parties and may not be extended, modified, or amended except by a fully executed written instrument.

SELLER(S)

Kirk Alan Klicker, as Personal Representative of the Estate of Nancy L. Klicker, Klicker Strawberries LLC, a Washington limited liability company, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker

By: 

Kirk Alan Klicker

Date: 01/22/2024

By: 

Ronald W. Klicker

Date: 01/22/2024

PURCHASER

State Board of Community and Technical Colleges, Walla Walla Community College, acting through the Department of Enterprise Services

By: 

Richard J. Bushnell, Assistant Director
Department of Enterprise Services

Date: 1/31/24

RECOMMENDED FOR APPROVAL

By: 

Jim Hickman, Acquisition / Disposal Specialist
Real Estate Services

APPROVED AS TO FORM:

By: 

Assistant Attorney General

Date: 31 Jan 24

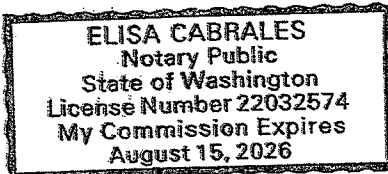
Acquisition No (Project #23-12-383)
(Walla Walla) JPH/jph
Date: January 08, 2024

MULTI USE JURAT

STATE OF Washington
County of Walla Walla ss.

On this 22nd day of January, 2024 before me personally appeared Kirk Alan Kicker and Ronald W. Kicker said person(s) acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Sellers of Walla Walla County Property to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

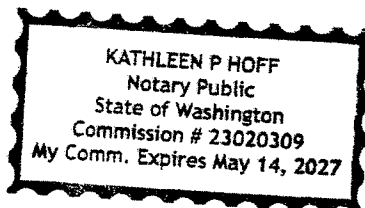


Elisa B. Cabrales
Notary Public in and for the State of Washington,
Residing at Walla Walla, Washington
My commission expires 8/15/2026

STATE OF WASHINGTON)
County of Thurston) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 31st day of JANUARY 2024, personally appeared before me RICHARD J. BUSHNELL Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that (s)he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Kathleen P. Hoff
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 5-14-2027

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated _____ 1
between State Board for Community and Technical Colleges, Walla Walla Community College ("Buyer") 2
Buyer Buyer
and See 1. below ("Seller") 3
Seller Seller
concerning County Parcel Numbers 360714410038 and 360714410037 Walla Walla, WA 99362 (the "Property"). 4
Address City State Zip

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

1. The Seller is Kirk Alan Klicker, as Personal Representative of the Estate Nancy L. Klicker, as to an 6
undivided 8% interest Klicker Strawberries LLC, a Washington limited liability company, as to an 7
undivided 50% interest, and Ronald W. Klicker as Personal Representative of the Estate of Donald Klicker, 8
as to an undivided 42% interest. 9

2. Based on the attached Crop Map, in regards to the farming operations of, and in agreement with 10
Klicker Strawberries LLC, the Buyer and Seller agree to the following: 11
12

With regards to the 2024 Spring Wheat Harvest - The 11.57 acres of Spring Wheat crop designated on 13
the attached Crop Map is the sole property of the Seller and they have the right to farm the crop, including 14
harvest, as part of this transaction. 15
16

With regards to the 2024 - 2026 Strawberry Harvest - The 6.2 acres of Strawberry crop designated on 17
the attached Crop Map will have a lease that will be in place through the 2026 harvest. The lease will be 18
paid at a \$200 per acre, per year rate, for the harvest years of 2025 and 2026. This lease will be drawn up, 19
and agreed to, during the Due Diligence period as specified in the Purchase and Sale Agreement, to 20
include leasehold tax (12.84%) and tenant pays for all farming and water costs on the leased ground. 21
22
23
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

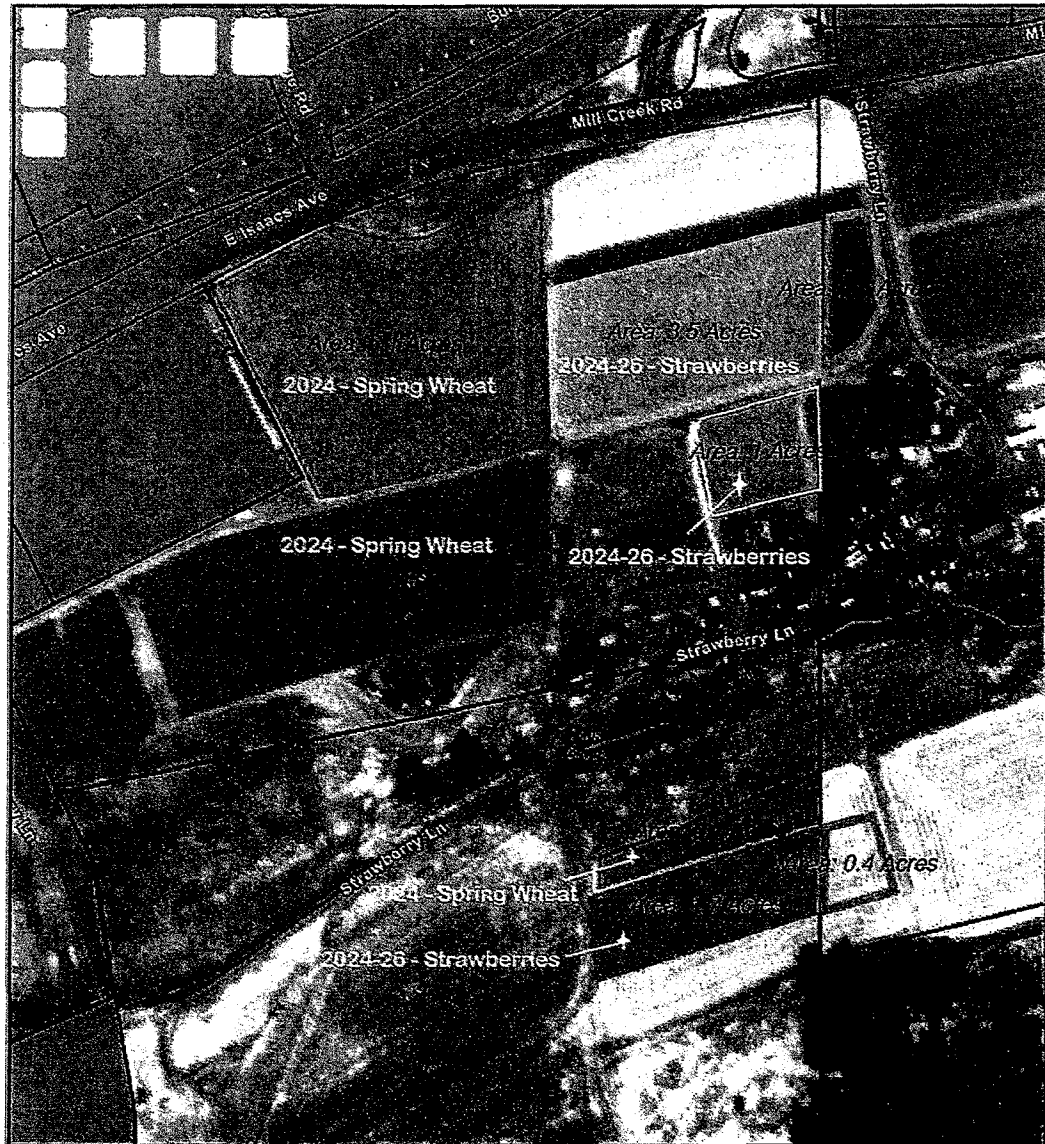
31

RAB 1/31/24
Buyer's Initials Date Buyer's Initials Date

SK 01/22/24 RK 01/22/24
Seller's Initials Date Seller's Initials Date

Attachment to the Addendum to the Purchase and Sale Agreement
(NWMLS Form 34)

Crop Map



1858592277

VMH2826W62141

1996

MIANO

68/27

21-Mar-2023

0

Exempt

0

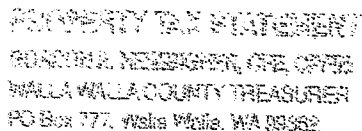
Washington

9617846303

80420/1996

NANCY KLICKER
106 STRAWBERRY LN
WALLA WALLA WA 99362-8441

Same as Legal Owner



7350*22*G50*0.6475**11*****AUTO5-DIGIT 99362
 KLICHER ROBERT A & NANCY L
 102 STRAWBERRY LN
 WALLA WALLA WA 99352



DISTRIBUTION SUMMARY		Total Taxable Value:	112,700
STATE SCHOOL	182.72	Voter Approved Taxes:	352.03
STATE SCHOOL PART 2	97.72	MILL CREEK FLOOD	7.27
EMS	45.56		
PORT	29.57		
LIBRARY	44.43		
COUNTY ROAD	192.93		
SCHOOL	352.03		
COUNTY	125.93		
FIRE DISTRICT	105.50		
		Assessment/Fees	7.27
Gross Tax	1,175.49		1,183.76

Parcel ID	180° with Legal Description	Site Address	Imp. or Equip	Land	Possible Assessment Value	Exempt	Total		
1043911	SITS ON 38-07-14-41-0038	102 STRAWBERRY LN	112,700	0	0		112,700		
Tax Area	Levy Rate	Acres	Gross Tax	Assesst	Fees	April	October	Del. Yrs	Total
105	10.43911	0.0000	1,176.49	7.27	0.00	591.91	591.85	0.00	1,183.76

Parcel ID	180° with Legal Description	Site Address	Imp. or Equip	Land	Possible Assessment Value	Exempt	Total		
Tax Area	Levy Rate	Acres	Gross Tax	Assesst	Fees	April	October	Del. Yrs	Total

Parcel ID	180° with Legal Description	Site Address	Imp. or Equip	Land	Possible Assessment Value	Exempt	Total		
Tax Area	Levy Rate	Acres	Gross Tax	Assesst	Fees	April	October	Del. Yrs	Total

Amount Due				4/30	10/31	Total
Year	Taxes Amount	Interest	Penalty			
2023	1,183.76	0.00	0.00	591.91	591.85	1,183.76
2022	0.00	0.00	0.00	0.00		0.00
2021	0.00	0.00	0.00	0.00		0.00
2020 & prior	0.00	0.00	0.00	0.00		0.00

Positive told on performer. BEFORE training

Smt # 154-18251

Owner Name: KLINKER ROBERT A & NANCY L

Property Count: 1



Payments of prior year taxes must include all income and penalty due. Delinquent payments received without interest and penalty will be forgiven.

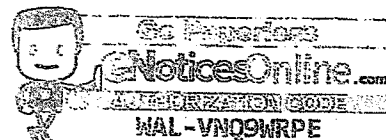
SECOND HALF PAYMENT

Amount Due by 10/31/2023

If tax half and prior paid by 04/30/2023

591.85

Walla Walla County Treasurer
PO BOX 777
Walla Walla WA 99156



00000001640000018251000005918500