

Chelan Douglas Regional Port Authority  
Attn: Stacie De Mestre  
One Campbell Parkway, Suite 1  
East Wenatchee, WA 98802

Chelan County Public Utility District  
Attn: Daniel Appel; David Lodge; Dan Frazier  
327 N Wenatchee Ave/ PO Box 1231  
Wenatchee, WA 98801

Re: Music Theatre of Wenatchee Letter of Intent- Fish & Wildlife building and parking lot property

First off, Music Theatre of Wenatchee (MTW) would like to thank you for the opportunity to submit this purchase proposal. We have enjoyed being your neighbors for 20+ years and have always felt like we had a mutually beneficial working relationship. In other words, we will miss you.

MTW has been alive and active in the community since 1961 and we as the conservators of MTW feel it is necessary to obtain the Fish & Wildlife property to protect and encourage future growth, while meeting the increasing community needs.

We are operated in totality by local non-paid volunteers, and we are a true non-profit community theatre. Community Theatre is understood to contribute to the social capital of a community, insofar as it develops the skills, community spirit, and artistic sensibilities of those who participate, whether as producers or audience members. It is used as a tool for social development, promoting ideas like gender equality, human rights, environment and democracy. Social capital is the effective functioning of social groups through interpersonal relationships, a shared sense of identity, a shared understanding, shared norms, shared values, trust cooperation and reciprocity. Social capital is a measure of the value of resources, both tangible (e.g. public spaces, private property) and intangible (e.g. actors, human capital, people), and the impact that these relationships have on the resources involved in each relationship, and on larger groups. It is generally seen as a form of capital that produces public goods for a common purpose.

We feel that with obtaining the Fish & Wildlife property, we can continue to serve the Wenatchee Valley and surrounding communities for many years to come. We have identified a strong need for a larger space to accommodate rehearsals, community gatherings, and community classrooms with enough room to expand our no-cost youth program, Short Shakespeareans. We serve every school and all non-profit theatre groups in NCW with free-to-low-cost rentals of stage craft, props and costumes. We are currently bursting at the seams trying to provide these services for others. With every costume, furniture item and piece of set material we reuse, we are helping our planet and local community with less waste. The money we earn from these services also helps us fund the Music Theatre of Wenatchee College Scholarship Program.

Our offer was based on the same calculations that the developers used, a fair value purchase price (which includes MTW paying for the parking lot, notwithstanding the fact that MTW already has rights to use the parking lot). We see our purchasing of the parking lot and Fish & Wildlife building as a win for the PUD, MTW and our community. The PUD gets to follow through with their promise to take care of MTW's parking needs resulting in positive public relations, while receiving a value on the property. MTW gets assured parking with room for expansion, along with the certainty we will be able to continue to serve from our same location with our parking rights immortalized, and the community can rest assured that we will be here to help with our local youth and adult public for a very long time. This purchase offer by MTW fits into the PUD's resolution of creative solutions for MTW's parking and the Fifth Street Campus Development.

We want to express that we are open to discussion or clarification of our offer, and if you have any questions, please feel free to reach out. Our goal is to make a binding, pro-community solution that benefits the Wenatchee Valley community, downtown businesses as well as the PUD and MTW.

Respectfully,

Vicki Michael

Representative Board Member, Chair Person for the Redevelopment Committee

Music Theatre of Wenatchee

P.O. Box 3042

Wenatchee, WA. 98807

June 16, 2022

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East Wenatchee, WA 98802

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Wenatchee, WA 98801

RE: Music Theater of Wenatchee Letter of Intent – Fish & Wildlife building and parking lot property

On behalf of Music Theatre of Wenatchee, (“MTW”), we submit this Letter of Intent (this “LOI”) to summarize the principal terms of a proposal presented to the Chelan Douglas Regional Port Authority and/or Chelan County Public Utility District (together, “Seller”) for consideration, for the purchase and sale of the property commonly known as the Fish and Wildlife building and including the parking lot area a/k/a Lots 2 and 3, Chelan County Parcel 222003860056 (the “Lots 2 and 3 Property”). Please see the Lots 2 and 3 Property map attached as Exhibit A for reference. MTW has previously expressed its interest in purchasing the Lots 2 and 3 Property, in whole or part, and MTW was encouraged by Chelan PUD representatives to present this LOI to Seller in connection with the Fifth Street Campus Redevelopment project. That said, MTW’s interest in purchasing the Lots 2 and 3 Property is not conditioned or contingent upon the Fifth Street Campus Redevelopment project, and MTW is willing to move forward with purchasing the Lots 2 and 3 Property separate from any development of adjacent properties.

Please understand that this LOI is intended only to outline the general terms and conditions and is not intended to be, nor shall it become, a binding agreement, except as otherwise expressly set forth herein. MTW and Seller may be referred to herein individually as a “Party” and collectively as the “Parties.”

1. **Consideration.** MTW (“Buyer”) will purchase the Lots 2 and 3 Property from Seller for a purchase price of \$290,000 (the “Purchase Price”). The Purchase Price will be paid for in cash at the closing of the sale of the Lots 2 and 3 Property, and will not be subject to a financing contingency.
2. **Transaction Description.** This transaction would be for Buyer’s acquisition of a fee simple interest in improved and unimproved (Fish and Wildlife building, parking lot area) property of the Lots 2 and 3 Property, Chelan County Parcel 222003860056.
3. **Timeline and Proposed Definitive Agreement.** Within ten (10) days following the mutual execution of this LOI, Buyer will submit to Seller a draft Purchase and Sale Agreement incorporating the terms summarized in this LOI, and containing representations and warranties, due diligence for title review, closing conditions, termination provisions, indemnities, and other items that are customary for transactions of this kind and that are not inconsistent with this LOI (the “Purchase Agreement”). As soon as reasonably practicable after receipt of the Purchase Agreement, the Parties shall commence to negotiate this definitive Purchase Agreement for the purchase and sale of

the Lots 2 and 3 Property. The Parties desire that the definitive Purchase Agreement be executed no later than sixty (60) days following the mutual execution of this LOI.

4. **Close of Escrow.** Seller shall deliver at closing a general warranty deed which must be fee simple marketable title, free of any encumbrances except as may be specifically approved by Buyer. The Purchase Agreement would provide that the close of escrow will occur on or before thirty (30) days after completion of due diligence for title review, or as may be mutually extended by Buyer and Seller in writing.
5. **Fifth Street Redevelopment Project.** MTW is prepared to work with Seller and any developer selected by Seller regarding the advancement or completion of the Fifth Street Campus Redevelopment project, as it relates to the Lots 2 and 3 Property.
6. **Non-Binding Agreement.** This LOI reflects the intention of the Parties, but for the avoidance of doubt, neither this LOI nor its acceptance shall give rise to any legally binding or enforceable obligation of either Party to sell or purchase the Lots 2 and 3 Property, unless and until the Parties execute the definitive Purchase Agreement.
7. **Counterparts.** This LOI may be executed in counterparts and electronically, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.
8. **Contact Information.** This transaction will be supported by the MTW Board of Directors, with Vicki Michael as the contact for MTW:

Vicki Michael  
Music Theatre of Wenatchee, Representative Board Member,  
Chair Person for the Redevelopment Committee  
[vicdisco@me.com](mailto:vicdisco@me.com)  
Mobile: 509.670.7328

MTW looks forward to pursuing this transaction and we believe we are positioned to move forward with the purchase of the Lots 2 and 3 Property on a basis and in a manner that is beneficial to Seller. Upon accepting this proposal as outlined above, we request that Seller please sign this LOI below and return a copy of this LOI to us as soon as possible.

Please contact us if you have any questions. We look forward to working together on this. Thank you.

Sincerely,

Vicki Michael,  
Music Theatre of Wenatchee, Representative Board Member,  
Chair Person for the Redevelopment Committee  
233B N Wenatchee Ave  
P.O. Box 3042  
Wenatchee WA 98807

LOI agreed and accepted:

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

CHELAN COUNTY PUBLIC UTILITY DISTRICT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Exhibit A**  
Map of Lots 2 and 3 Property

