



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 16-38

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council is empowered to acquire, manage, lease, or use Tribal real property under its Constitution, Article III, Section 1(b), and its inherent authority; and

WHEREAS, the Squaxin Island Tribal Council has the goal of making the Squaxin Island Reservation an economic, social, cultural and political land base for the Squaxin Island Tribe; and,

WHEREAS, the Squaxin Island Tribe desires to purchase the real property from Richard Cunningham, on terms and conditions set out in the Purchase and Sale agreement, attached hereto.

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby agrees to the purchase and sale of the real property belonging to Richard Cunningham, on the terms and conditions as set out in the attached amended Purchase and Sale Agreement and exhibits;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council hereby authorizes Chairman, David Lopeman or Legal Director, Kevin Lyon to do any and all acts necessary to (1) acquire the above referenced property, by executing any and all documents contemplated by the Purchase and Sale Agreement; to make material and non material changes to the agreement; (2) close the transactions through Mason County Title Company, (3) designate, as he deems appropriate, the State land tax classification for the property, and (4) seek fee to trust status.

CERTIFICATION

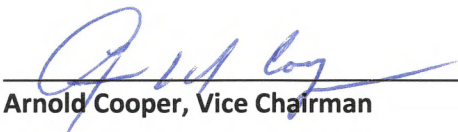
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at a meeting of the Squaxin Island Tribal Council, held on this 9th day of June, 2016, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Charlene Krise, Secretary



Arnold Cooper, Vice Chairman

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS**

1. **Date:** May 09, 2016 **MLS No.:** 929520 **Offer Expiration Date:** 5/10/2016
2. **Buyer:** Squaxin Island Tribe a federally recognized tribe
Buyer Buyer Status
3. **Seller:** Richard Cunningham
Seller Seller
4. **Property:** Tax Parcel No(s): 419284200010, 419283400000, 419284300010 (Mason County)
4820-W State Route 108 Shelton WA 98584
Address City State Zip
Legal Description: Attached as Exhibit A.
5. **Included Items:** stove/range; refrigerator; washer; dryer; dishwasher; hot tub; fireplace insert;
 wood stove; satellite dish; security system; attached television(s); attached speaker(s); microwave;
 other _____
6. **Purchase Price:** \$ 492,500.00 Four Hundred Ninety-Two Thousand Five Hundred Dollars
7. **Earnest Money:** \$ _____ Check; Note; Other waived (held by Selling Firm; Closing Agent)
8. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
9. **Title Insurance Company:** Mason County Title
10. **Closing Agent:** a qualified closing agent of Buyer's choice; Mason County Title / Escrow
11. **Closing Date:** see addendum; **Possession Date:** on Closing; Other _____
12. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
13. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
14. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
15. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
16. **Addenda:** 22D(Optional Clauses) 22J(Lead Disclosure) 22R(Well Addendum) 22S(Septic Addendum)
22T(Title Contingency) 34(Addendum) 35(Inspection) 35F(Feasibility)

DL
RKC
5/9/16

[Signature] _____
Buyer's Signature Date
Chairman Squaxin Isl. Tribe

[Signature] _____
Buyer's Signature Date

3711 SE Old Olympic Hwy
Buyer's Address

Shelton WA 98584
City, State, Zip

360.432.1771 x1 Kevin Lyon
Phone No. Fax No.

ke klyon@squaxin.us
Buyer's E-mail Address

Richard Beckman Realty Group 4537
Selling Firm MLS Office No.

Randy Churchill 777124
Selling Broker (Print) MLS LAG No.

(360) 426-5521 (360) 426-1645
Phone No. Firm Fax No.

mail@RichardBeckman.com
Selling Firm Document E-mail Address

randy@richardbeckman.com
Selling Broker's E-mail Address

9220 9628
Selling Broker DOL License No. Selling Firm DOL License No.

[Signature] 5/9/16
Seller's Signature Date

Seller's Signature Date

4820 W State Route 108
Seller's Address

Shelton, WA 98584
City, State, Zip

(360) 426-9178
Phone No. Fax No.

Seller's E-mail Address

Richard Beckman Realty Group 4537
Listing Firm MLS Office No.

Randy Churchill 777124
Listing Broker (Print) MLS LAG No.

(360) 426-5521 (360) 426-1645
Phone No. Firm Fax No.

mail@RichardBeckman.com
Listing Firm Document E-mail Address

randy@richardbeckman.com
Listing Broker's E-mail Address

9220 9628
Listing Broker DOL License No. Listing Firm DOL License No.

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company

DL
Buyer's Initials Date

Buyer's Initials Date

KC 5/19/16
Seller's Initials Date

Seller's Initials Date

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- k. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. **Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document or a direct link to such document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
- n. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- o. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- p. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- q. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- r. **Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

DL
Buyer's Initials

Date

Buyer's Initials

Date

Richie 5/9/16
Seller's Initials

Date

Seller's Initials

Date

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- s. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name and the Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- t. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer unless sooner withdrawn.
- u. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- v. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- w. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

DSL -
Buyer's Initials Date

Buyer's Initials Date

RKC 5/9/16
Seller's Initials Date

Seller's Initials Date

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 09, 2016 1
between Squaxin Island Tribe a federally recognized tribe ("Buyer") 2
Buyer Buyer
and Richard Cunningham ("Seller") 3
Seller Seller
concerning 4820-W State Route 108 Shelton WA 98584 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction within the inspection contingency period. 6-10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
 - Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17
 - Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
3. **Systems/Appliances.** If a system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) becomes inoperative or malfunctions prior to Closing, Seller shall either repair, or replace the same with a system or appliance of at least equal quality. Buyer reserves the right to reinspect the Property within 5 days prior to Closing to verify that Seller has complied with this Paragraph 3. Buyer and Seller understand and agree that the Listing Broker and Selling Broker shall not be liable for the foregoing or Seller's breach of this Paragraph 3. 23-28
4. **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or disposed of as Buyer determines. However, Seller shall clean the interiors of any structures and remove all trash, debris and rubbish on the Property prior to Buyer taking possession. 29-32
5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 33
 - public water main; public sewer main; septic tank; well (specify type) single party well; 34
 - irrigation water (specify provider) _____; natural gas; telephone; 35
 - cable; electricity; other _____ . 36
6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 37-39
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 40
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 41
 - OTHER INSULATION DATA: _____ 42

DIC
Buyer's Initials Date

Buyer's Initials Date

RKC 5/9/16
Seller's Initials Date

Seller's Initials Date

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____

Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:

- a. Association rules and regulations, including, but not limited to architectural guidelines;
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
- c. Association meeting minutes from the prior two (2) years;
- d. Association Board of Directors meeting minutes from the prior six (6) months; and
- e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

9. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

10. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:

- a. Home warranty provider: _____
- b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Options to be included: _____ (none, if not filled in).
- d. Other: _____

11. **Other.**
It is understood and agreed that because of the short term closing there will be no earnest money deposit by request of the purchaser

D. L.

Buyer's Initials

Date

Buyer's Initials

Date

RKC 5/9/16

Seller's Initials

Date

Seller's Initials

Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated May 09, 2016 1
between Squaxin Island Tribe a federally recognized tribe ("Buyer" and/or "Lessee") 2
Buyer and/or Lessee Buyer and/or Lessee
and Richard Cunningham ("Seller" and/or "Lessor") 3
Seller and/or Lessor Seller and/or Lessor
concerning 4820-W State Route 108 Shelton WA 98584 (the "Property"). 4
Address City State Zip

Purchase & Sale Agreement Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6-14

Lease Agreement Lead Warning Statement 15

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 16-20

Cancellation Rights 21

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, **unless Buyer receives this disclosure prior to entering the Agreement.** 22-24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 25

Seller's/Lessor's Disclosure 26

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 27
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 28
 - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 29
- (b) Records and reports available to the Seller/Lessor (check one below): 30
 - Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 31-32
 - _____ 33
 - _____ 34
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 35-36

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate. 37-38

Richard Cunningham 5/9/16 _____ 39
Seller/Lessor Date Seller/Lessor Date

DL _____
Buyer/Lessee Initials Date Buyer/Lessee Initials Date Seller/Lessor Initials Date Seller/Lessor Initials Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

40

(c) Buyer/Lessee has received copies of all information listed above. 41

(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 42

(e) Buyer has (check one below only if Purchase and Sale Agreement): 43

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 44
45

Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 46
47

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 48
49
50
51

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 52
53
54
55
56

The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 57
58
59
60
61
62
63
64
65

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 66
67
68
69
70
71
72
73
74

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 75
76
77

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 78
79

[Signature] _____ 80
Buyer/Lessee Date Buyer/Lessee Date

Brokers' Acknowledgment

81

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 82
83

[Signature] 5-9-16 *[Signature]* 5-9-16 84
Selling Broker Date Listing Broker Date

[Signature] _____ *[Signature]* _____
Buyer/Lessee Initials Date Buyer/Lessee Initials Date Seller/Lessor Initials Date Seller/Lessor Initials Date

**WELL ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 09, 2016 1
between Squaxin Island Tribe a federally recognized tribe ("Buyer") 2
Buyer Buyer
and Richard Cunningham ("Seller") 3
Seller Seller
concerning 4820-W State Route 108 Shelton WA 98584 (the "Property"). 4
Address City State Zip

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO ANY WELL 5
OR WATER SUPPLY SYSTEM SERVING THE PROPERTY. 6

1. **Number of Connections.** Seller represents that the well currently has one (one, if not filled in) 7
connection(s). 8
2. **Seller's Representations.** Seller represents that, except as explained below, to the best of Seller's knowledge, 9
the well and water supply system serving the Property (a) provide an adequate supply of household and yard 10
water for Seller's use; (b) are not presently contaminated by biological or chemical agents; (c) comply with all 11
applicable local, state, and federal laws, standards, and regulations, including applicable purity standards; and (d) 12
have no other material defects. 13
3. **Health Certificate.** If required by Buyer's lender or any governmental authority, Seller shall provide within _____ 14
days (10 days if not filled in) of the request, at Seller's expense, a health district certificate of compliance (to the 15
extent such may be available) for the well and water supply system serving the Property. If such a certificate is 16
available but Seller is not able to obtain one for the Property, Seller shall provide notice to Buyer and Buyer may 17
terminate the Agreement by giving notice of termination within three (3) days after receiving Seller's notice, at 18
which time the Earnest Money shall be refunded to Buyer. 19
4. **Well Inspection Contingency.** The Agreement is conditioned on Buyer's approval of an inspection of the well 20
and water supply system serving the Property. Such inspection may include testing of flow rate; purity standards 21
(organic and inorganic); verification that the source is adequate and that the system meets federal, state and/or 22
local standards as well as any other matter of concern to Buyer. Any inspection shall be (a) ordered by Buyer; (b) 23
performed by a qualified inspector of Buyer's choice; and (c) completed at Buyer's expense. This contingency 24
shall be waived unless Buyer gives written notice of disapproval of the inspection report within 10 days 25
(10 days if not filled in) after mutual acceptance of the Agreement or within the time period for Buyer's general 26
inspection contingency, whichever is later. If Buyer gives timely written notice of disapproval, the Agreement shall 27
terminate and the Earnest Money shall be refunded to Buyer. 28
5. **Other.** 29

DL

Buyer's Initials Date

Buyer's Initials Date

RKC 5/9/16

Seller's Initials Date

Seller's Initials Date

**SEPTIC ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 09, 2016 1
between Squaxin Island Tribe a federally recognized tribe ("Buyer") 2
Buyer Buyer
and Richard Cunningham ("Seller") 3
Seller Seller
concerning 4820-W State Route 108 Shelton WA 98584 (the "Property"). 4
Address City State Zip

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON- 5
SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY, EXCEPT FOR THE PROVISIONS OF A COUNTY 6
SPECIFIC SEPTIC ADDENDUM. 7

1. **Type of OSS.** The Property is served by: 8
 - Private Septic System 9
 - Shared Septic System 10
2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property 11
(a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any 12
applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects. 13
3. **Maintenance Records.** Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving 14
the Property within 10 days (10 days if not filled in) of mutual acceptance. 15
4. **County or City Inspection Requirements.** Seller shall comply with any local regulations or ordinances that may 16
require Seller to conduct an inspection of the OSS prior to the sale of the Property. 17
5. **Inspection and Pumping of OSS.** Seller shall have the OSS inspected and, if necessary, pumped by an 18
OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within 19
10 days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and, if 20
necessary, pumped within _____ months (12 months if not filled in) of mutual acceptance by an OSS 21
service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller 22
shall have no obligation to inspect and pump the system unless otherwise required by Buyer's lender. 23
- Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer 24
shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and 25
time of the inspection. 26
6. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's approval of the inspection report from 27
the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of 28
the inspection report within _____ days (5 days if not filled in) after receipt of the inspection report. If 29
Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded 30
to Buyer. 31
7. **Other.** 32

D.L. _____ PKC 5/9/16 _____
 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 09, 2016 1
between Squaxin Island Tribe a federally recognized tribe ("Buyer") 2
Buyer Buyer
and Richard Cunningham ("Seller") 3
Seller Seller
concerning 4820-W State Route 108 Shelton WA 98584 (the "Property"). 4
Address City State Zip

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

Sale will include personal property case backhoe and Massey Ferguson tractor with brush hog and disc attachments. Both shall be in working condition and inspected to purchaser's satisfaction 6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

31

D. L.

Buyer's Initials Date

Buyer's Initials Date

RKC 5/9/16

Seller's Initials Date

Seller's Initials Date

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

The following is part of the Purchase and Sale Agreement dated May 09, 2016 1
between Squaxin Island Tribe a federally recognized tribe ("Buyer") 2
Buyer Buyer
and Richard Cunningham ("Seller") 3
Seller Seller
concerning 4820-W State Route 108 Shelton WA 98584 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have 5 6
days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. 9

Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11
disapproved exceptions. 12

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21
as provided for in the Agreement. 22

D.C.

Buyer's Initials Date

Buyer's Initials Date

RKC 5/9/16

Seller's Initials Date

Seller's Initials Date

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 09, 2016 1
between Squaxin Island Tribe a federally recognized tribe ("Buyer") 2
Buyer Buyer
and Richard Cunningham ("Seller") 3
Seller Seller
concerning 4820-W State Route 108 Shelton WA 98584 (the "Property"). 4
Address City State Zip

1. a. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW.
- Sewer Inspection.** Buyer's inspection of the Property may; may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line.
- Buyer's Obligations.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf.
- BUYER'S NOTICE.** This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless within _____ days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (1) approving the inspection and waiving this contingency; (2) disapproving the inspection and terminating the Agreement; (3) that Buyer will conduct additional inspections; or (4) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to be performed after Closing, the parties shall negotiate as set forth in paragraph 1.c, below. The parties may use NWMLS Form 35R to give notices required by this Addendum.
- ATTENTION BUYER:** If Buyer fails to give timely notice, then this inspection contingency shall be deemed waived and Seller shall not be obligated to make any repairs or modifications.
- b. **Additional Inspections.** If an inspector so recommends, Buyer may obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, Buyer shall have _____ (5 days if not filled in) after giving the notice to obtain the additional inspection(s) by a specialist.
- c. **Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications under paragraph 1.a or 1.b. above, the parties shall negotiate as set forth in this paragraph. All requests, responses, and replies made in accordance with the following procedures are irrevocable for the time period provided.
- (i) **Seller's Response to Request for Repairs or Modifications.** Seller shall have _____ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:

DL

Buyer's Initials

Date

Buyer's Initials

Date

RKC 5/9/16

Seller's Initials

Date

Seller's Initials

Date

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

(ii) **Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.

ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED.

d. **Repairs.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.

e. **Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.

f. **On-site Sewage Disposal Systems Advisory:** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).

2. **NEIGHBORHOOD REVIEW CONTINGENCY:** Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

3. **PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker.

4. **WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker.

DL

Buyer's Initials Date

Buyer's Initials Date

RKC 5/9/16

Seller's Initials Date

Seller's Initials

Date

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated May 09, 2016 1
between Squaxin Island Tribe a federally recognized tribe ("Buyer") 2
Buyer Buyer
and Richard Cunningham ("Seller") 3
Seller Seller
concerning 4820-W State Route 108 Shelton WA 98584 (the "Property"). 4
Address City State Zip

Feasibility Contingency. Buyer shall verify within 30 days (10 days if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED. If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

D.C.

Buyer's Initials Date

Buyer's Initials Date

RKC 5/9/16

Seller's Initials Date

Seller's Initials

Date

EXHIBIT A

280326
Transamerica Title Insurance Co
 A Member of the Transamerica Corporation

Filed for Record at Request of **INGERSOLL & INGERSOLL**

Name INGERSOLL & INGERSOLL
 Address 422 P.O., Washington St.,
 City and State OLYMPIA, WA. 98501

RECORDED 161
 JUN 20 PM 4:04
 RECORDER
 SECURITY TITLE COMPANY

Statutory Warranty Deed

THE GRANTOR, FLORENCE E. HOFFMAN, Administratrix of the Estate of CARROLL E. BURTON,
 do and in consideration of DIXIE THOUSAND DOLLARS (\$20,000.00)
 in hand paid, convey and warrant to RICHARD K. CUNNINGHAM and VIRGINIA E. CUNNINGHAM,
 Husband and Wife,
 the following described real estate, situate in the County of M A S O N, State of
 Washington:

All that portion of the South one-half of the Southwest quarter
 and of the Southwest quarter of the Southeast quarter; and of the
 Northwest quarter of the Southeast quarter; of Section 24, Township
 19 North, Range 4 East, W.R., in Mason County, Washington lying
 Northerly of Secondary State Highway No. 9-9 and Southerly of the
 right of way as conveyed to Port Blakely Mill Company by Instrument
 dated January 19, 1965 and recorded in Volume C, page 619.

EXCEPTING THEREFROM all that portion of said land as conveyed to
 Edward D. Tuffe, et al, by Eda certain real estate contract recorded
 December 24, 1969, under Auditor's File No. 247959, and

ALSO, EXCEPTING THEREFROM all that portion of said land lying
 Southerly of the centerline of Little Brookm Creek;

AS TO THE GRANTOR, this deed binds only the estate of Carroll E. Burton,
 and not Florence E. Hoffman in her individual capacity.

Dated this 15th day of June, 1971

Florence E. Hoffman
 FLORENCE E. HOFFMAN, Administratrix
 of the Estate of CARROLL E. BURTON

STATE OF WASHINGTON }
 County of TOSSETT }
 On this day personally appeared before me FLORENCE E. HOFFMAN, Adm. of Est. of Carroll
 E. BURTON
 in me known to be the individual described in and who executed the within and foregoing instrument, and
 acknowledged that she signed the same as HOFF free and voluntary act and deed, for the
 uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of June, 1971

Notary Public in and for the State of Washington,
 residing at Olympia.

Legal description to include parcel numbers:

41928-34-00000 , 41928-43-00010 , & 41928-42-00010

Exhibit 'A' may be revised so legal will include all 3 parcel numbers and revised to the satisfaction of purchaser's and seller' attorney.

Attachment to Form 34 Addendum/Amendment to Purchase and Sale Agreement

Specific Item #11: June 16, 2016, or sooner at Buyer's option

Specific Item # 12: Not waived.

Page 2 of 5 Form 21

d. Condition of Title. Amend, as follow, "unduly interfering with Buyer's reasonable use of the Property which are approved by the Buyer; ~~and reserved oil and/or mining rights.~~"

Page 5 of 5 Form 21

v. Strike "Buyer" throughout paragraph. Add, "Seller has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement. Seller shall pay, and shall hold Buyer harmless from and against, any commission or finder's fee payable to Broker or any other party who represents or claims to represent Seller.

Page 1 of 2 Form 22D

Check Paragraph 4.

Page 2 of 2 Form 22J

Paragraph (e) uncheck "waived" and check "Accepted an opportunity..."

Well Addendum

Paragraph 4 substitute "20" for "10"/

Septic Addendum

Paragraph 5 fill in "6" months.

Fomr 22T

Paragraph 1 substitute "10" for "5".

Allocate purchase prices as follows:

\$480,000 real property;

\$12,500 personal property.

Add,

COMPLIANCE WITH ENVIRONMENTAL LAWS.

i) *Environmental Warranties.* Seller represents and warrants that:

- (1) Except as disclosed on the Real Property Disclosure Statement, Seller is not aware of the release or presence of any Hazardous Substances (as defined below), on, in or from the Property;

- (2) Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or released any Hazardous Substances on the Property;
 - (3) Seller has, to Seller's knowledge, obtained all approvals and caused all notifications to be made as required by Environmental Laws with respect to the Property, Seller having delivered to Buyer all information it has on the dam on the Property;
 - (4) Seller has not received any Notice of any violation of any Environmental Laws with respect to the Property;
 - (5) No action has been commenced or threatened regarding Seller's compliance with any Environmental Laws or Hazardous Substance on the Property;
 - (6) To Seller's knowledge, there are not currently, and never have been, any tanks used for the storage of any Hazardous Substances above or below ground on or about the Property; and
 - (7) Seller has not released or waived and will not release or waive the liability of any previous owner, lessee or operator of the Property or any party who may be potentially responsible for the presence or removal of Hazardous Substances on or about the Property.
- ii) *Hazardous Substances*. The term "Hazardous Substances" as used in this Agreement shall mean any hazardous or toxic material, substance, or waste, pollutant or contaminant which is regulated under any statute, law, regulation, rule or ordinance of any local, state, regional, or federal authority having jurisdiction over the Property, or its use, including, but not limited to, any material, substance or waste which is:
- (1) defined as a Hazardous Substance under any Environmental Laws;
 - (2) a petroleum hydrocarbon, including crude oil or any fraction thereof, and all petroleum products;
 - (3) polychlorinated biphenyls;
 - (4) lead;
 - (5) urea formaldehyde;
 - (6) asbestos;
 - (7) flammable explosives;
 - (8) infectious materials;
 - (9) radioactive materials; or
 - (10) defined or regulated as a Hazardous Substance under rules or regulations promulgated under any of the foregoing Environmental Laws (as defined below).

- iii) *Environmental Laws*. The term "Environmental Laws" means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.
- iv) *Indemnification*. For two years after Closing as provided in Section 13, Seller agrees to defend, fully indemnify and hold Buyer entirely free and harmless from, and against, all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) resulting from a violation of an environmental law, ordinance or regulation arising out of the presence of Hazardous Substances in, on, or originating from the Property.

RK/etal.