



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 14-09

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 has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

**WHEREAS**, the Tribe seeks to purchase a boathouse at the Port of Shelton's Oakland Bay marina; and

**WHEREAS**, in order to induce the seller of the boathouse, the Cooks, to complete and execute an agreement, it is necessary for the Council to approve the contract, to authorize execution of any and all documents required, and to issue a limited waiver of sovereign immunity.

**NOW THEREFORE BE IT RESOLVED**, that the Council hereby agrees to enter into the attached agreement and to issue the following limited waiver of sovereign immunity:


Buyer expressly waives immunity from suit on this Agreement, and any requirement that remedies be exhausted in any Squaxin Island Tribe forum, including the Squaxin Island Tribal Court; provided, this waiver is limited to claims asserted in Mason County Superior Court, and to Seller and his immediate heirs. Seller may not assign or otherwise

transfer this waiver of immunity to any third-party. This Agreement shall be construed and the rights, duties, and obligations of the parties shall be determined in accordance with the laws of the State of Washington. The parties agree that any legal action on this Agreement shall be brought in the Superior Court for Mason County, Washington.

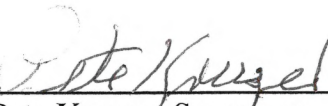
**BE IT FURTHER RESOLVED**, that the Tribal Council hereby authorizes the Chairman and/or the Tribal Administrator to do any and all accounts necessary to effect execution of this Agreement.

### CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 13<sup>th</sup> day of February, 2014, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.

  
\_\_\_\_\_  
David Lopeman, Chairman

Attested by:

  
\_\_\_\_\_  
Pete Kruger, Secretary

  
\_\_\_\_\_  
Arnold Cooper, Vice Chairman *For*

ASSET PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS

This ASSET PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (hereafter "Agreement") is made this \_\_\_\_ day of February, 2014 (Effective Date), by and between Kenneth and Judene Cook, husband and wife ("Seller"), and the SQUAXIN ISLAND TRIBE, a federally recognized Indian Tribe ("Buyer").

RECITALS

A. WHEREAS, Seller is the owner of a 16' x 36' boathouse with floats that is currently moored at Slip 76 at the Oakland Bay Marina in Shelton, Washington, Mason County Personal Property Tax Assessment no. 77777-60-00076 ("Boathouse").

B. WHEREAS, Seller desires to sell the Boathouse to Buyer, and Buyer desires to purchase the Boathouse from Seller, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE AND SALE.

Seller agrees to sell all of Seller's rights, title and interest in and to the Boathouse to Buyer, and Buyer agrees to purchase as such from Seller, on the terms and conditions hereinafter set forth in this Agreement.

2. PURCHASE PRICE.

The total purchase price ("Purchase Price") for the Boathouse shall be Eighteen Thousand Dollars (\$18,000) payable by Buyer to Seller as follows:

- 2.1 The cash sum of Five Hundred Dollars (\$500) shall be paid to the Seller as nonrefundable earnest money.
- 2.2 The cash sum of Seventeen Thousand Five Hundred Dollars (\$17,500) shall be paid upon Close of Escrow.

3. CONDITION OF TITLE TO BOATHOUSE.

3.1 Title to the Boathouse shall be conveyed to Buyer upon Close of Escrow.

3.2 Title to the Boathouse shall be conveyed to Buyer by Bill of Sale, substantially in the form of Exhibit B, free and clear of all liens except for liens securing taxes and assessments (which constitute liens not yet due and payable).

4. CONTINGENCIES.



Buyer's obligation to purchase the Boathouse is subject to the following contingencies described in subparagraphs 4.1 through 4.5 below ("Contingencies"). Each and all of the following Contingencies are for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer in Buyer's sole and absolute discretion:

4.1 **Permits.** Buyer's obtaining a Conditional Use Permit from the City of Shelton within 60 days of Effective Date in order to build and operate a "FLloating UPweller SYstem" (FLUPSY) for shellfish seed production within the Boathouse at its current location. Buyer's FLUPSY operation will concentrate on producing plantable Manila clam and Pacific oyster seed with the potential for other species of oysters or native clam species in the future.

4.2 **Use of Property.** Buyer's determination that the use of the Boathouse is satisfactory for Buyer's intended use. Buyer shall have 15 days Effective Date of this Agreement to make such determination and to give written notice to Seller if its anticipated project is not feasible.

4.3 **Physical Condition of the Property.** Buyer's review and approval of the physical condition of the Boathouse within 30 days of the Effective Date. Buyer shall have immediate access to the Boathouse for inspection and examination of the physical condition of the Boathouse. Buyer shall have access to the Boathouse at reasonable times and shall have the right to conduct, at Buyer's expense, any studies with respect to the physical condition of the Boathouse and location as Buyer may desire. Seller shall provide Buyer all studies and reports with respect to the physical condition of the Boathouse, if any, that Seller holds within 5 days of the Effective Date. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense arising out of or in any way related to damage to Boathouse, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of structural or other investigations and other studies with respect to the physical condition of the Boathouse.

4.4 **Moorage Agreement.** Seller's assignment of the Moorage Agreement to the Buyer and commitment from the Port of Shelton that secures the Buyer's berth assignment at the Oakland Bay Marina for the Buyer's intended use, within 30 days of the Effective Date.

4.5 **Approvals.** Buyer's obtaining approval of the purchase and intended use from the Squaxin Island Tribal Council and Island Enterprises Inc.'s Board of Directors, within 30 days from the Effective Date to obtain such approvals.

4.6 If Buyer disapproves of the satisfaction of any Contingency within the applicable time period provided above, Buyer's sole remedy shall be to terminate this Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies, all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer and Seller shall each pay one-half (1/2) of any Escrow costs. Seller shall keep the \$500 earnest money described in subparagraph 2.1.



If Buyer fails to give written notice to Seller of its disapproval of any Contingency within the respective applicable time limit set forth above in Paragraphs 4.1 through 4.5, it shall conclusively be deemed that Buyer has waived such Contingency and such Contingency shall conclusively be deemed satisfied.

## 5. BUYER'S CONDITIONS.

This Agreement is further contingent upon:

5.1 Seller shall provide to Buyer copies of all leases, mortgages, licenses and future interests in the Boathouse, together with copies of all liens, encumbrances, adverse claims or other matters respecting the Boathouse on or before 15 days from Effective Date of this Agreement.

5.2 Seller shall deliver the Boathouse to Buyer free and clear of all claims and liens upon Closing.

5.3 Buyer shall have access to the Boathouse until the Closing, as necessary and reasonable, for due diligence, inspection and use planning purposes.

5.4 Seller agrees to provide Buyer with confirmation that any underlying encumbrance(s) has been paid in full at or before Closing.

## 6. REPRESENTATIONS AND WARRANTIES BY SELLER

Seller makes the representations and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and Bill of Sale.

6.1 The specific, individual parties signing this Agreement on behalf of Seller represent and warrant that the parties signing this Agreement on behalf of the Seller have the full legal power, authority and right to execute and deliver this Agreement.

6.2 Neither the entering into this Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

6.3 To Seller's knowledge, there is no legal action of any kind or nature affecting the Boathouse that will in any way detrimentally affect Buyer completing the purchase of the Boathouse and Seller is unaware of any violations of law affecting the Property.

6.4 To Seller's knowledge there are no pending or contemplated assessments or similar charges that will affect the Boathouse.

6.5 Seller owns the Boathouse free of all claims and liens other than taxes currently due on the Boathouse.

6.6 At or before Closing, Seller will have sufficient funds to pay any underlying encumbrance, and shall, in fact, pay those underlying encumbrances in full at or before Closing.

6.7 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. Buyer shall hold Seller harmless from and against, any commission or finder's fee payable to Broker or any other party who represents or claims to represent Buyer.

6.8 Seller will not alter the physical condition of the Boathouse from and after the date of this Agreement. If, through no fault of Seller, the physical condition of the Boathouse is different on the date scheduled for the Close of Escrow as of Effective Date of this Agreement, the terms and conditions of Paragraph 4.2, above shall apply.

6.9 If, prior to the Close of Escrow, new events have occurred that were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within three (3) days thereafter, disclose those matters by written notice to Buyer. Buyer shall have ten (10) days after the earlier of (i) such disclosure; or (ii) Buyer's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to Seller within said ten (10) day period, whether (i) to purchase the Boathouse or (ii) terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Paragraph 4.2, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and all sums and documents deposited in Escrow shall be returned to the parties who deposited the same and Seller and Buyer shall each pay one-half (1/2) of Escrow costs. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Agreement within said ten (10) day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Boathouse.

6.10 Other than those express representations and warranties contained in this Agreement, Seller makes no warranty or representation, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

## 7. REPRESENTATIONS AND WARRANTIES BY BUYER.

Buyer makes the following representations and warranties in this Paragraph 7, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow.

7.1 The Buyer, or any individual party signing this Agreement on behalf of Buyer, represents and warrants that they have the full legal power, authority and right to execute and deliver this Agreement.

## 8. INDEMNIFICATION.

Subject to any other provisions of this Agreement to the contrary, each party agrees to indemnify ("Indemnitor") and hold the other party ("Indemnitee") harmless from and against any claim, loss, damage or expense, including any reasonable attorneys fees (including attorneys fees on appeal), asserted



against or suffered by the Indemnitee resulting from any breach by the Indemnitor of this Agreement; any liability of the Indemnitor with respect to the Boathouse or otherwise, as provided in Paragraph 9, below; or the inaccuracy or breach of any of the representations, warranties or covenants made by the Indemnitor.

## 9. ASSUMPTION OF LIABILITIES.

9.1 Effective as of the Close of Escrow, Buyer shall be deemed to have assumed all obligations and liabilities of Seller pertaining to the Boathouse, except all obligations and liabilities with respect thereto which arise prior to the Close of Escrow or which arise as a result of events which occur prior to the Close of Escrow. Except for the foregoing assumption of obligations and liabilities by Buyer, Buyer does not assume and shall not be liable for any of the obligations or liabilities of Seller of any kind or nature affecting or otherwise relating to Seller, the Boathouse, or otherwise.

9.2 Seller shall, prior to the Close of Escrow, timely perform and discharge all obligations and liabilities of every kind whatsoever to be discharged prior to the Close of Escrow and arising from or relating to (i) the Boathouse, including, but not limited to, the use and ownership of the Boathouse; (ii) the operation of the Boathouse; and or (iii) the assignment of the moorage agreement.

## 10. ESCROW AND CLOSING.

10.1 As soon as possible after the full execution of this Agreement, Buyer and Seller shall open an escrow for the purpose of consummating the purchase and sale contemplated by this Agreement ("Escrow") by depositing an executed copy of this Agreement with the Mason County Title Company, at Shelton, Washington ("Escrow Holder"). This Agreement shall constitute escrow instructions to Escrow Holder. Seller and Buyer shall, promptly upon request by Escrow Holder, execute such additional escrow instructions as may be reasonably required by Escrow Holder, including Escrow Holder's standard printed conditions and stipulations with respect to escrows concerning the purchase and sale of personal property; provided, however, that if there is any conflict between the provisions of this Agreement and the provisions of any such additional instructions, the provisions of this Agreement shall prevail. Upon delivery to Escrow of a fully executed copy of this Agreement by both parties, Escrow shall be deemed opened on the terms and conditions set forth in this Agreement.

10.2 Escrow shall close on or before April 28, 2014 ("Close of Escrow").

10.3 Within the time set forth below, or if none is specified, prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, the following documents and items:

(a) At least 5 days prior to the Close of Escrow, a duly executed and acknowledged Bill of Sale.

10.4 Buyer shall deliver to Escrow Holder prior to the Close of Escrow the cash portion of the Purchase Price set forth in Paragraph 2, as adjusted pursuant to this Agreement, together with an additional sum sufficient to cover Buyer's closing costs as set forth in Paragraph 10.7, below.



10.6 Upon Close of Escrow, possession of the Boathouse shall be delivered to Buyer, and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:

(a) To Seller: the cash portion of the Purchase Price as set forth in Paragraph 2 as adjusted pursuant to this Agreement and reduced by the amount of Seller's costs as set forth in Paragraph 10.7(a), below.

(b) To Buyer: the Bill of Sale.

10.7 Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

(a) Seller shall pay: Half of the Escrow fees; and

(b) Buyer shall pay: Half of the Escrow fees.

10.8 If Escrow fails to close as a result of the default of this Agreement by a party, the defaulting party shall pay all title and escrow charges; provided, however, that nothing in this Paragraph 10 shall be deemed to limit, and the provisions of this Paragraph 10 shall be in addition to, all other rights and remedies of the non-defaulting party.

10.9 Escrow Holder is authorized and instructed to debit Seller for Seller's closing costs as set forth in Paragraph 10.7, above.

## 11. PRORATIONS.

11.1 Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of the actual number of days in the month of closing and shall be paid in cash to Seller if it is entitled thereto, or shall be credited against the cash portion of the Purchase Price if Buyer is entitled thereto. Such prorations shall be made by Escrow Holder on the basis of a statement(s) approved by Buyer and Seller and deposited into the Escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "Proration Date."

All personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current taxes and assessments that are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by Seller and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by Buyer. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.

11.2 Buyer shall be responsible for obtaining and paying for utility services from and after Close of Escrow.

12. SURVIVAL OF CLOSE OF ESCROW.

All representations, warranties, covenants, conditions, agreements and obligations contained in or relating to this Agreement shall survive the Close of Escrow and shall not merge therein unless specifically stated otherwise in this Agreement.

13. NOTICES.

All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); or (iv) by telecopy transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via telecopy transmission, a confirming copy shall be sent to the sender, and receipt of the telecopy transmittal shall be deemed made twenty-four (24) hours after the sending thereof. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. All notices to be given pursuant to this Agreement shall be given to the parties at the following respective address.

To Buyer:                    Dave Johns  
                                     Eric Sparkman  
                                     Squaxin Island Tribe  
                                     10 SE Squaxin Lane  
                                     Shelton, WA 98584  
                                     Phone: 360.426.9781  
                                     Fax: 360.426.6577

To Seller:                    Kenneth D. Cook  
                                     Judene M. Cook  
                                     P.O. Box 1122  
                                     Hoodspport, WA 98548-1122

With a copy to:            Kevin R. Lyon, Director  
                                     Squaxin Island Legal Department  
                                     3711 SE Old Olympic Highway  
                                     Shelton, WA 98584  
                                     Phone: 360.432.1771  
                                     Fax: 360.432.3699  
                                     klyon@squaxin.us

To Escrow Holder:        Mason County Title Company  
                                     PO Box 278  
                                     Shelton, WA 98584  
                                     Phone: 360.427.2088  
                                     Fax: 360.427-7179

14. ENTIRE AGREEMENT.

This Agreement, and the Exhibits attached hereto, represent the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Buyer and Seller. Without limiting the foregoing, Buyer and Seller expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's real estate broker in entering into this Agreement.

15. BINDING EFFECT AND ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns. The Seller specifically acknowledges the Buyer has the right in its sole discretion to assign this Agreement without review or approval by the Seller.

16. WAIVER.

No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

17. CAPTIONS AND HEADINGS.

The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

18. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

19. WAIVER OF SOVEIGN IMMUNITY; GOVERNING LAW; AND VENUE.

Buyer expressly waives immunity from suit on this Agreement, and any requirement that remedies be exhausted in any Squaxin Island Tribe forum, including the Squaxin Island Tribal Court; provided, this waiver is limited to claims asserted in Mason County Superior Court, and to Seller and his immediate heirs. Seller may not assign or otherwise transfer this waiver of immunity to any third-party. This Agreement shall be construed and the rights, duties, and obligations of the parties shall be determined in accordance with the laws of the State of Washington. The parties agree that any legal action on this Agreement shall be brought in the Superior Court for Mason County, Washington.

20. ATTORNEYS FEES.



If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court (or if applicable, the arbitrator).

21. TIME OF ESSENCE.

Time is of the essence with respect to all matters contained in this Agreement.

22. DATE OF AGREEMENT.

All references in this Agreement to "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

23. INVALIDITY OF ANY PROVISION.

If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

24. DRAFTING OF AGREEMENT.

Buyer and Seller acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman.

25. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of Buyer and Seller and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

26. INCORPORATION OF EXHIBITS.

Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement.

27. DUTY TO COOPERATE AND ASSIST AFTER CLOSING

The Seller agrees to cooperate with the Buyer, and the Buyer agrees to cooperate with the Seller, as appropriate, on all matters that may arise post Close of Escrow of or relating to the tax status of the Seller, the Buyer, or the Boathouse. Any request to cooperate is conditioned upon the cooperating party not having to incur any additional liability or expenses as a result of such cooperation.

28. NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED.

The relationship between Buyer and Seller is that solely of a Seller and Buyer and no joint venture, partnership or other relationship is created or implied by this Agreement.

29. DEFAULT.

In the event of default, the non-defaulting party may, at that party's option, (a) keep as liquidated damages all or a portion of the Earnest Money as the sole and exclusive remedy available for such failure; (b) bring suit against the defaulting party for actual damages; (c) bring suit to specifically enforce this Agreement and recovery any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

30. TIME LIMIT FOR ACCEPTANCE.

Buyer offers to purchase the Boathouse Property on the above terms and conditions. Seller has until 5:00 p.m. local time on February \_\_, 2014 to accept this offer. Acceptance is not effective until a signed copy is actually received by or at the office of Kevin R. Lyon, Director, Squaxin Island Legal Department, 3711 SE Old Olympic Highway, Shelton WA 98584.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

"Seller"

KENNETH D. COOK AND JUDENE M.  
COOK

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Kenneth D. Cook

---

Judene M. Cook

"Buyer"

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Squaxin Island Tribe

By: Don Whitener  
Its: Tribal Administrator



SCHEDULE OF EXHIBITS

Exhibit A – Bill of Sale (to Cooks)

STATE OF WASHINGTON            )  
  ): ss  
County of Mason                 )

I certify that I know or have satisfactory evidence that Kenneth D. Cook is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of February, 2014.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

STATE OF WASHINGTON            )  
  ): ss  
County of Mason                 )

I certify that I know or have satisfactory evidence that Judene M. Cook is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of February, 2014.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_