

**AGREEMENT FOR  
PURCHASE AND SALE OF VACANT REAL ESTATE  
(LAKE ST. CLAIR PROPERTY)**

**THIS AGREEMENT FOR PURCHASE AND SALE OF VACANT REAL ESTATE** (the "Agreement") is made as of the 20 day of January, 2015, by and between the **NISQUALLY LAND TRUST**, a Washington nonprofit corporation (hereinafter referred to as "Buyer") and **LACEY ROTARY FOUNDATION**, a Washington nonprofit corporation (hereinafter referred to as "Seller").

**WHEREAS**, Seller is the owner of certain real property ("**Property**") located in Thurston County, Washington, legally described on Exhibit A attached hereto; and

**WHEREAS**, Seller desires to convey the Property to Buyer to further Seller's charitable mission to provide scholarship funds for Thurston County high-school students; and

**WHEREAS**, Buyer is a land-conservancy organization and desires to acquire or assign rights to the Property for protection and enhancement of water quality and quantity provided by forest habitat on the Property;

**NOW, THEREFORE**, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Seller and Buyer, Seller and Buyer agree as follows:

**SECTION 1  
PROPERTY**

Subject to the terms and conditions set forth in this Agreement, Seller shall sell and convey to Buyer, and Buyer shall purchase and accept from Seller, Seller's right, title and interest in that certain real property located in Thurston County, Washington, described on Exhibit A attached hereto and incorporated by this reference herein.

**SECTION 2  
PURCHASE PRICE**

**2.1 Amount.** The purchase price to be paid for the Property shall be the sum of Four Hundred Thousand Dollars (\$400,000.00).

**2.2 Payment.** The purchase price shall be paid in all cash, United States funds, to the Escrow Company on the Closing Date as defined in Section 5 below.

## SECTION 3 CONTINGENCIES

### 3.1 Contingencies.

(a) Buyer's obligation to close shall be contingent upon Buyer's reasonable inspection and satisfaction with the feasibility of the Property for Buyer's intended use, including, without limitation, the physical condition and attributes of the Property, as well as soil and site conditions.

(b) Buyer's obligation to close is further conditioned upon final approval of the purchase by the Nisqually Land Trust Board of Directors.

(c) Buyer must invoke the foregoing contingencies no later than **February 20, 2015** (the "Due Diligence Expiration Date") by giving written notice of its waiver of contingencies on or before the Due Diligence Expiration Date.

(d) If Buyer does not timely provide Seller with its written contingency waiver(s), Buyer shall have deemed to have elected to terminate this Agreement and any and all rights or obligations of Seller and Buyer under this Agreement shall terminate and be of no further force or effect.

(e) Buyer's obligations to close shall also be contingent upon satisfactory review of title as described in Section 4 below.

### 3.2 Inspection.

(a) Buyer shall have the right to enter the Property at any time during the term of this Agreement at its own risk and expense in order to make or cause to be made an inventory and inspection of the physical condition of the Property as well as to make or cause to be made a study of applicable zoning, regulations, laws and ordinances affecting the Property.

(b) As a condition of such right of entry, Buyer hereby agrees to obtain full and irrevocable lien releases (if legally available) from all contractors for work done or to be done on the Property by the Buyer or its agents and deliver same to Seller prior to entry, and, from time to time, at Seller's request, to obtain further releases and deliver same to Seller; Buyer hereby agrees to obtain consent to such entry by the tenants of the Property to the extent that Buyer desires to inspect areas of the Property occupied by tenants; and Buyer hereby agrees to defend, indemnify and save Seller harmless from all liability and expense (including attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller, its agents or employees by any person or entity as a result of or on account of actual or alleged injuries or damages to persons, entities and/or property received or sustained, or alleged to have been received or sustained, in any way arising out of, in connection with, or as a result of the acts or omissions of Buyer, its agents or employees, in exercising its rights under the right of entry granted herein unless and except to the extent the same arise out of the sole



negligence of the Seller. Without limiting the generality of the foregoing, Buyer assumes potential liability for actions brought by its employees. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive any termination whatsoever of this Agreement.

(c) Buyer acknowledges that Buyer is relying on its own examination and inspection of all matters with respect to taxes, bonds, permissible uses, zoning, covenants, conditions and restrictions and all other matters bearing upon the value of the Property in Buyer's judgment and for Buyer's purposes, and not on any representations of Seller or of Seller's agents or employees, and Buyer waives any claim on that account.

### **3.3 Studies.**

(a) **Seller Studies.** Within five (5) days of the Effective Date, Seller shall deliver to Buyer true copies of the following that are in Seller's possession or control with respect to the Property: all studies, reports, surveys, soils tests, reviews, correspondence with all governmental entities, environmental checklists and reports (all of which are collectively referred to as the "**Seller's Studies**"). Seller authorizes Buyer to speak with any person preparing Seller's Studies with respect to the contents thereof. Buyer shall not be responsible for any cost associated with Seller's Studies.

(b) **Buyer Studies.** Buyer shall have the right to prepare, or have prepared, appraisals, market and engineering studies, soils tests, feasibility studies, surveys, resurveys or survey updates, environmental investigations and such other tests, studies or investigations (all of which are collectively referred to as the "**Buyer's Studies**") with respect to the Property. Buyer shall be solely responsible for costs of all Buyer's Studies.

(c) **Termination.** If the Buyer determines at its sole discretion that the Seller's Studies or Buyer's Studies indicate the Property is not suitable for the intended use by Buyer or the Property presents risk of liability unacceptable to Buyer, Buyer may terminate this Agreement without further obligation. In the event Buyer fails to give Seller such termination notice by the Due Diligence Expiration Date, Buyer shall be deemed to have elected to proceed with this Agreement.

**3.4 Subsequent Acts.** Between the Effective Date, as defined in Section 14.9 below, and the Closing Date, Seller shall maintain the Property and keep the Property in condition at least as good as on the Effective Date. Seller shall not remove any timber, harvestable crop, improvements, minerals, sand, gravel, or other item from the Property after the Effective Date without prior, written approval by Buyer.

**3.5 Buyer's Conditions.** Buyer's obligations under this Agreement are subject to and contingent upon the following:

(a) The truth and accuracy as of the Closing Date of all representations and warranties of Seller set forth in this Agreement or in any instrument or document delivered by Seller to Buyer.

(b) The delivery by Seller to Buyer on or prior to the Closing Date of all documents and instruments required by the terms of this Agreement.

(c) The performance on or prior to Closing by Seller of all acts required under this Agreement.

(d) The absence at Closing of any violation of any federal, state or local law, rule, regulation or ordinance affecting the use, occupancy or condition of the Property.

(e) The absence at Closing of any failure to comply with the order of any court, government authority or agency pertaining to the Property or the use, occupancy or condition of the Property.

(f) The absence at Closing of any proceeding or threat of any proceeding to condemn all or any part of the Property by a proceeding in eminent domain.

(g) Conveyance of acceptable title as provided in Section 4.

(h) Approval of Seller's and Buyer's Studies and Buyer's inspection pursuant to Section 3.

**3.6 Waiver.** If any condition specified in Section 3 is not met at Closing, Buyer may waive such condition in writing, or Buyer may terminate this Agreement without any further liability. Upon such termination, any monies deposited by Buyer pursuant to this Agreement, together with all interest earned thereon shall be promptly returned to Buyer.

**3.7 Seller's Condition.** Seller's obligations under this Agreement are subject to and contingent upon this transaction complying with all applicable laws.

#### **SECTION 4 TITLE INSURANCE**

**4.1 Title Insurance.** Seller will obtain a preliminary commitment(s) for an ALTA Owner's Standard Coverage Policy of title insurance, naming the Buyer as the proposed insured, within fourteen (14) days of the Effective Date.

**4.2 Fee Simple Disclosure.** In making this Agreement, Buyer recognizes that (1) Seller owns no insurable fee access to Thurston County Assessor's parcels 21832240100, 21832310200, 21832310000, and 21832310100, and that (2) Seller will convey its entire right, title, and interest in, but does not have fee simple title to, the submerged portions of parcels 21832240100, 21832310200, and 21832310000. Buyer shall not consider these conditions as defects or objections to title for purposes of this Agreement.

**4.3 Title Contingency.** Buyer shall have twenty (20) days from receipt of the preliminary title commitment to provide written notice to Seller of any objections to defects or



encumbrances shown. In the event Seller elects not to cure such defects or encumbrances, Seller shall provide notice of the election not to cure on or before twenty (20) days following receipt of Buyer's notice described herein. Buyer must elect to accept such defects and encumbrances in Seller's title if Seller declines to cure or, alternatively, elects to terminate this Agreement within ten (10) days of Seller's notification not to cure. Buyer's failure to timely respond shall be deemed an election to terminate this Agreement. If additional encumbrances affecting the Property arise following issuance of the preliminary title commitment, Buyer shall have twenty (20) days from receipt thereof to review and provide supplemental notice to cure to Seller. Failure of Buyer to timely object in writing to any exception arising after the date of the Title Report(s) shall be deemed to be an approval of such exception and such un-objected exceptions shall become "Permitted Exceptions" under Section 4.4 below.

**4.4 Policy Condition of Closing.** If Seller is unable or unwilling to convey the Property in the condition and with the title insurance herein required by Buyer, Buyer shall, by notice to Seller as described in Section 4.3 above, either: (i) accept title in its then condition; or (ii) terminate this Agreement. Except as disclosed in Section 4.2 above, closing shall be conditioned upon the Title Company issuing its ALTA Owner's Standard Coverage Policy insuring fee title to the Property in the name of Buyer or its successors or assigns in the amount of the Purchase Price, subject only to (i) the General Exceptions listed in Schedule B of the Title Report, and (ii) Permitted Exceptions identified in Section 4.3, and (iii) any matters created or suffered by Buyer.

**4.5 Use of Purchase Price.** Purchase Price to be paid by Buyer to Seller at Closing may be used in whole or in part by Seller by and through the Title Company to remove any liens, liabilities, or encumbrances which Seller is to have removed.

**4.6 Cost of Policy.** Seller shall be responsible for the cost of the Title Insurance Policy premium. Buyer shall be responsible for requesting and for paying the cost of any additional endorsements, co-insurance policies and reinsurance certificates issued by Title Company at Buyer's request, including any additional required survey.

## **SECTION 5 CLOSING**

**5.1 Escrow.** This transaction shall be closed in escrow at **Thurston County Title Company**, 105 - 8<sup>th</sup> Avenue SE, Olympia Washington 98501 ("**Escrow Agent**" or "**Escrow Company**"). The parties shall deposit the necessary documents and funds with the Escrow Agent sufficiently in advance of the Closing Date to facilitate an orderly closing.

**5.2 Closing Costs.** Buyer and Seller shall each pay one-half of the closing escrow agent's fee. Seller shall pay any real property excise tax due, and the cost of any revenue stamps, if applicable, required to complete this transaction, and the owner's policy of title insurance as specified in Section 4.6 above. Buyer will pay recording fees.

**5.3 Prorations.** Taxes for the current year, all rents and other income, if any, and water, sewer, utility and maintenance charges, and any other expenses with respect to the operation of the Property shall be prorated between Seller and Buyer as of the Closing Date. No insurance prorations shall be made. Seller shall pay any assessments charged against the Property in full prior to or at Closing. Seller shall pay all real estate taxes and all personal property taxes, if any, through the Date of Closing. In the event Seller has prepaid any real estate taxes, Seller may seek a refund from the appropriate county official; Buyer shall have no obligation to refund or pay any such amount to Seller.

**5.4 Closing Date.** "Closing," "Closing Date" or "Date of Closing," as those terms are used herein, shall mean the date upon which all documents are recorded and monies paid to complete the purchase under this Agreement. The Date of Closing shall be as soon as practical to facilitate an orderly Closing but no later than **March 26, 2015**, unless otherwise agreed in writing by the parties. If the transaction fails to close by March 26, 2015, or as otherwise agreed between the parties, the non-defaulting party may terminate this Agreement. Notwithstanding the foregoing, Buyer may extend the Closing Date by no more than ninety (90) days, or until **June 26, 2015**, by giving written notice of such election to Seller on or before **March 14, 2015**, together with adequate proof that Buyer has secured funding for no less than 50 percent (50%) of the Purchase Price and paying a Forty Thousand Dollars (\$40,000.00) Earnest Money Deposit to the Escrow Agent identified in Section 2.2 above. If paid, the Earnest Money Deposit shall be applied to the Purchase Price at Closing. The Earnest Money Deposit shall be non-refundable except in the event of Seller's material default or inability to perform under the terms of this Agreement. Escrow Agent is instructed to place the Earnest Money Deposit in an insured, interest-bearing account pending Closing. Any interest earned on the Earnest Money Deposit shall be for the account of Buyer except in the event of Buyer's default, in which case it is for the account of Seller.

## **SECTION 6 CLOSING DELIVERABLES**

Prior to or on the Closing Date, Seller and Buyer shall deposit the following documents and funds in escrow, and the Escrow Company shall close the escrow in accordance with the instructions of Buyer and Seller consistent with this Agreement:

**6.1 Seller Obligations.** Seller shall deposit the following:

- (a) duly executed and acknowledged Bargain and Sale Deeds conveying the Property to Buyer's assigns and Real Estate Excise Tax Affidavits;
- (b) escrow instructions, as required of Seller to close this transaction in accordance with this Agreement;
- (c) if Seller is a corporation or partnership, a certified resolution authorizing the execution of all documents delivered at the Closing;



(d) pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, a non-foreign affidavit, stating that Seller is not a foreign person and providing Seller's United States taxpayer identification number. If Seller is not able to certify that it is not a "foreign person," Buyer is required to withhold a portion of the Purchase Price at Closing for U. S. Income Tax purposes; and

(e) such other instruments or documents as may be required pursuant to the provisions hereof or as mutually agreed by Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

**6.2 Buyer Obligations.** Buyer shall deposit the following:

(a) The Purchase Price; and

(b) such other funds and documents, including without limitation, escrow instructions as are required of Buyer, to close the purchase in accordance with this Agreement.

## **SECTION 7 CONVEYANCE AND POSSESSION**

**7.1 Possession.** Buyer shall be entitled to possession of the Property on the Closing Date, but Buyer shall have a right of entry pursuant to Section 3.2 above.

**7.2 Form of Deed.** On the Closing Date, Seller shall convey title to the Property to Buyer by quit claim deed (the "Deed"), in the form attached hereto as **Exhibit B**, free and clear of all assessments, monetary liens or encumbrances securing the payment of money, and subject only to the encumbrances identified in Section 4.4 above, any matters created or suffered by the Buyer and all matters affecting title to the Property, which would be disclosed by a thorough physical inspection or an accurate survey of the Property.

**7.3 Assignment of Buyer's Interest.** The parties hereto agree that the Buyer may assign all or a portion of its interest in this Agreement to the Nisqually Indian Tribe on or before Closing and may assign all or a portion of its interest in this Agreement to Andrew Lench on or before Closing and that such assignment(s) shall be made as an addendum to this Agreement.

## **SECTION 8 REPRESENTATIONS AND WARRANTIES**

Seller makes the following representations and warranties to Buyer. Each of these representations and warranties is material and is relied upon by Buyer. Each of the representations and warranties shall be deemed accurate through Closing and shall survive Closing. For purposes of this Agreement, the term "to the best of Seller's knowledge" shall be limited to the present, actual knowledge of Lacey Rotary Foundation.

**8.1 Title.** Title to the Property is vested in Seller except as otherwise described in Section 4.2.

**8.2 No Liabilities.** To the best of Seller's knowledge, there exists upon the Property no condition which is in violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in the public records, which affects the Property.

**8.3 Correctness.** To the best of Seller's knowledge, and subject to Section 8.8, all information furnished by Seller to Buyer with respect to the Property is accurate and true.

**8.4 Litigation.** To the best of Seller's knowledge, there is no pending or threatened litigation affecting the Property or any portion thereof, including but not limited to, alleged violation of federal, state or local environmental laws. Neither Seller nor its predecessors have received any notice relating to a breach or suspected breach of any environmental laws.

**8.5 Condition of Property.** To the best of Seller's knowledge, Seller represents and warrants the following: other than as otherwise referenced in this Agreement (i) there are no apparent or latent defects in the Property; (ii) the Property does not contain any underground storage tanks, surface impoundments, asbestos or asbestos-containing material, or polychlorinated biphenyls (PCBs) or PCB-containing materials, past or present refuse dump sites, chemical storage sites, areas of heavily stained soil, or sites of known hazardous material releases; and (iii) the Property is free from the presence of hazardous waste or materials and no hazardous waste or materials have been generated, stored, released, disposed of, or transported over, on or within the Property. The term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now in effect, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., and the Model Toxics Control Act, RCW 70.105D. Seller has no undisclosed knowledge of any fact or condition that would materially impair the market value of the Property, would materially increase the cost of operating the Property, or would be inconsistent with the terms of this Agreement. The results of environmental assessments are contained in the following report, which was previously provided to Buyer:

Carle Property Phase I Environmental Site Assessment Report – Thurston County  
Parcel Tax Numbers 21832240100, 21832240300, 21832310000, 21832310100,  
and 21832310200 – prepared for David Wallace by Herrera Environmental  
Consultants, Inc.

**8.6 Authorization.** Seller has the right and authority to enter into this Agreement and all documents contemplated by this Agreement, to make the representations and warranties set forth herein and to perform this Agreement in accordance with its terms. Neither the execution of this Agreement nor its performance by Seller will conflict with or result in the breach of any mortgage, deed of trust, encumbrance, restriction, covenant, agreement or other undertaking whatsoever.



8.7 **Vacancy.** No one is presently occupying the Property with Seller's permission and to the best of Seller's knowledge, no one is presently occupying the Property without Seller's permission.

8.8 **Oral Agreements and Representations.** There are no verbal or other agreements, including, but not limited to, any representations or warranties, which modify or affect this Agreement. Seller shall not be bound by, or be liable for, any warranties or other representations made by any person, partnership, corporation or other entity unless such representations are set forth in a written instrument duly executed by Seller. Except as expressly contained in this Agreement, Seller makes no representations, warranties (express or implied), or covenants with respect to the condition of the Property, including environmental conditions; Seller disclaims all warranties (express or implied); and Seller shall have no obligation to make any alterations or repairs to the Property. Buyer shall accept the Property "AS IS," "WHERE IS," with all faults, defects, and deficiencies, whether known, unknown, patent, or latent, without recourse to Seller. Without limiting the generality of the foregoing, Seller makes no (and Buyer acknowledges that neither Seller nor any agent of Seller has made any) representation or warranty as to the suitability of the Property for the conduct of Buyer's business or activities, or for any other or particular purpose whatsoever.

## SECTION 9 INDEMNITY AND HOLD HARMLESS

Seller agrees to indemnify, defend with counsel acceptable to Buyer, and hold harmless Buyer, its agencies, employees, officers and agents from (a) all liabilities, losses, claims, demands, damages, assessments, costs and expenses (including reasonable attorneys' and consultants' fees) of every kind (hereafter "Liabilities") resulting from, arising out of or relating to the breach by Seller of any of its warranties, representations or covenants contained in this Agreement, and (b) all Liabilities arising under, resulting from or arising out of any activities of Seller, its agents, employees, contractors, subcontractors, permittees, or licensees at the Property prior to or at Closing.

## SECTION 10 DESTRUCTION OR CONDEMNATION

Seller shall bear the risk of loss prior to Closing. If, on or before the Closing Date, either the Property is materially damaged, or condemnation proceedings are commenced with respect to the Property, Buyer shall have the right, at its sole election, by giving notice to Seller, either to terminate this Agreement or to purchase the Property in accordance with this Agreement. If Buyer elects to terminate this Agreement, all rights and obligations of Seller and Buyer shall terminate and earnest money shall be refunded to Buyer. If Buyer elects to purchase the Property in accordance with this Agreement, Buyer shall be entitled to all insurance proceeds or condemnation awards payable by reason of such damage or condemnation and the transaction shall be closed as otherwise agreed to, without reduction in Purchase Price, unless the parties shall agree thereto. In the event Buyer believes the Purchase Price should be reduced and Seller and Buyer are unable to agree on any adjustment in Purchase Price, then this transaction shall

terminate without any further liability of either party to the other and earnest money shall be refunded to Buyer. Seller shall immediately give notice to Buyer upon the occurrence of any damage to the improvements on the Property or the initiation of any condemnation proceedings affecting the Property. The term "material damage" as used in this Section shall mean any damage or destruction that cannot be repaired or replaced within ninety (90) days.

#### **SECTION 11 SURVIVAL**

The representations, warranties, indemnification and obligations (to the extent such obligations are not fully performed at Closing) contained herein shall be operative after delivery of Seller's deeds to the Property for a period of two (2) years from the Closing Date and shall be deemed not to have merged in the Deeds (the "Surviving Obligations").

#### **SECTION 12 REAL ESTATE BROKER DISCLOSURE**

Seller and Buyer each represent and warrant to the other that they have had no dealings, negotiations or consultations with any brokers or finders in connection with this transaction. Each party shall hold harmless the other party from all liability and damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom a party has or purportedly has dealt.

#### **SECTION 13 NOTICES**

All notices hereunder to the respective parties shall be in writing and be delivered (i) facsimile or email, return/delivery receipt required (in which case such notice will be deemed to have been duly given as of the date of confirmation of transmittal of facsimile or confirmation of delivery of email); (ii) by personal delivery on the party to whom notice is to be given (in which case such notice will be deemed to have been duly given on the date of such personal delivery); (iii) by UPS, Federal Express or other generally accepted overnight courier service to the respective parties at the addresses given below (in which case such notice will be deemed to have been duly given on the day of confirmed receipt by the party to whom notice is to be given); (iv) or by prepaid, registered or certified United States mail to the respective parties at the following addresses (in which case such notice will be deemed to have been given, upon facsimile transmission, or effective three (3) days after the date such notice has been deposited in the U.S. Mail as registered or certified mail):

To Seller:	Lacey Rotary Foundation John P. Masterson Chief Executive Officer Behavioral Health Resources 3855 Martin Way East Olympia, Washington 98506
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With copies to: Heather L. Burgess  
Phillips Burgess PLLC  
724 Columbia Street NW, Suite 140  
Olympia, Washington 98501  
Email: [hburgess@phillipsburgesslaw.com](mailto:hburgess@phillipsburgesslaw.com)

To Buyer: Nisqually Land Trust  
1420 Marvin Road NE, Suite C PMB 243  
Lacey, Washington 98516  
Attn: Joe Kane  
(360) 489-3400 (phone)  
(360) 489-3333 (fax)

The foregoing addresses may be changed by written notice.

## SECTION 14 MISCELLANEOUS

**14.1 Seller Disclosure Statement.** The Property constitutes “unimproved and improved residential” as defined in RCW 64.06. Buyer waives the right to receive a seller disclosure statement (a “**Seller Disclosure Statement**”) if required by RCW 64.06. RCW 64.06 provides that Buyer may waive its right to receive the Seller Disclosure Statement; provided, however, if the answer to any of the questions in the section of the Seller Disclosure Statement entitled “Environmental” would be “yes,” Buyer may not waive the receipt of the “Environmental” section of the Seller Disclosure Statement. By executing this Agreement, Buyer acknowledges that it has received the “Environmental” section of the Seller Disclosure Statement attached hereto as **Exhibit C** and Buyer waives its right to receive the balance of the completed Seller Disclosure Statement.

**14.2 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No other prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

**14.3 Binding Nature.** All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, assigns, administrators, executors and marital communities, if any, of the parties hereto.

**14.4 Washington Law.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County. The terms of this Agreement shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party hereto.

**14.5 Time of the Essence.** Time is of the essence of this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely

rendered if so rendered on the next business day. All notices and deadlines under this Agreement shall be deemed to occur at 5:00 PM Pacific Time on the date of the notice or deadline unless otherwise stated.

**14.6 Captions.** The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

**14.7 Invalidity.** If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

**14.8 Counterparts.** This Agreement and any signed documents executed according to the terms of this Agreement may be signed in counterparts, any one of which shall be deemed an original. The parties agree that delivery by facsimile or other electronic means, such as email, of a signed counterpart of such document will be deemed the same as delivery of the original counterpart, provided the electronic transmission is sent to all parties listed in Section 13. Upon request of the other party, a party delivering a facsimile or other electronic counterpart of this Agreement will provide to the requesting party a signed original of this Agreement.

**14.9 Effective Date.** The “Effective Date” shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof by the last signing party to this Agreement when such date is determined. If the last signing party fails to insert the Effective Date, the Escrow Agent is authorized to enter the last date of signing as the Effective Date and provide a copy of same to all parties.

**14.10 Good Faith.** Both parties shall act reasonably and in good faith in order to consummate this transaction, and Seller shall neither sell nor dispose of any of the Property nor cause or suffer the creation of any matter of record, or defect in the title to the Property for the purpose of avoiding its obligation to close.

**14.11 Attorneys’ Fees and Costs.** If either party is required to retain an attorney to bring suit or seek arbitration to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, including those incurred on appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default. The provisions of this Subsection 14.11 shall also apply to suit, action, arbitration, or any other proceeding brought by Seller against the Buyer to recover damages for injury to persons or property that are incurred by Seller as a result of Buyer’s inspections of the Property pursuant to Section 3.2 above. The provisions of this Subsection 14.11 shall survive the Closing and the delivery of the Deeds to Buyer’s assigns.

**14.12 Assignability.** Buyer may assign this Agreement at its own discretion. If Buyer assigns this Agreement, Seller shall remain fully liable to perform all obligations under this Agreement, including but not limited to, Seller’s representations, warranties and indemnification regarding the Property.



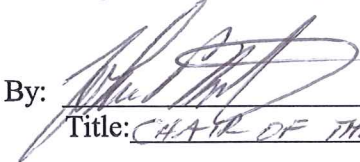
**14.13 Advice of Counsel.** Seller and Buyer acknowledge that they have had an opportunity to seek independent legal advice regarding the transaction.

**14.14 Submission.** This Agreement shall not be binding upon Buyer until signed by an authorized representative of Buyer.

**IN WITNESS WHEREOF,** the parties have executed this Agreement the date and year set forth opposite their respective names.

**SELLER:**  
**LACEY ROTARY FOUNDATION,** a  
Washington nonprofit corporation

Dated: January 20, 2015

By:   
Title: CHAIR OF THE BOARD

**BUYER:**  
**NISQUALLY LAND TRUST,** a Washington  
nonprofit corporation

Dated: January 16, 2015

By:   
Executive Director

- Exhibits:**  
A – Legal Description of Property  
B – Form of Deed  
C – Seller Disclosure

**EXHIBIT A**  
(Legal Description)

The following real property in Thurston County, Washington:

Escrow Agent is authorized to insert the legal description from the preliminary title commitment once issued.

  
\_\_\_\_\_  
Buyer Initials

  
\_\_\_\_\_  
Seller Initials



**EXHIBIT B**  
(Form of Deed)

After Recording, Return to:  
Nisqually Land Trust  
1420 Marvin Road NE  
Suite C, PMB 243  
Lacey, WA 98516

**QUIT CLAIM DEED**

Document:

Reference numbers of related documents: N/A

Grantor(s): Lacey Rotary Foundation, a Washington nonprofit corporation

Grantee(s): Nisqually Land Trust, a Washington nonprofit corporation

Abbreviated Legal Description:

Additional Legal Description is on Exhibit A of the Deed.

Assessor's Property Tax Parcel Account Number(s): 21832240300, 21832310000, 21832310100, 21832310200 and 21832240100

The Grantor, **LACEY ROTARY FOUNDATION**, a Washington nonprofit corporation, for good and valuable consideration, in hand paid, conveys, and quit claims to Grantee, the **NISQUALLY LAND TRUST**, all of Grantor's right, title and interest in the real estate situated in Thurston County, State of Washington, together with all after acquired title of the Grantor therein and described in **Exhibit A** attached hereto and by this reference incorporated herein (the "Property").

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof, SUBJECT only to the covenants, conditions, and restrictions of record.

The Property is conveyed by Grantor and accepted by Grantee subject to those matters described on **Exhibit B** attached hereto, any matters created or suffered by Grantee, and all

matters affecting title to the Property that would be disclosed by a thorough physical inspection or an accurate survey of the Property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

DATED this 20 day of January, 2015.

**LACEY ROTARY FOUNDATION**, a  
Washington nonprofit corporation

By: [Signature]  
Its: CHAIR OF THE BOARD

STATE OF Washington )  
 ) ss.  
COUNTY OF Thurston )

I certify that I know or have satisfactory evidence that John Mastersen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the CHAIR OF THE BOARD of the Lacey Rotary Foundation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Given under my hand and official seal this 20 day of January, 2015.



[Signature]  
Name Leif Hatlen  
Notary Public in and for the State of  
Washington  
Residing at: Thurston Co  
My Appointment Expires: 4-3-18



**EXHIBIT A**  
(Form of Deed Legal Description)

The following real property in Thurston County, Washington:

Escrow Officer is authorized and instructed to insert legal description from preliminary title commitment approved by the parties at closing.

  
Buyer Initials

  
Seller Initials

**EXHIBIT B**  
(Form of Deed Exceptions to Title)

Escrow Agent is authorized and instructed to insert the general and permitted exceptions from the title commitment as approved by the parties at closing.

  
\_\_\_\_\_  
Buyer Initials

  
\_\_\_\_\_  
Seller Initials



**EXHIBIT C**

**SELLER DISCLOSURE STATEMENT**

**SELLER:** LACEY ROTARY FOUNDATION, a Washington nonprofit corporation

To be used in transfers of unimproved and improved residential real estate as defined in RCW 64.06.005. See RCW Chapter 64.06 for further explanations.

**INSTRUCTIONS TO THE SELLER**

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur on or before \_\_\_\_\_, 2015.

**NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED IN THE COUNTY OF THURSTON, STATE OF WASHINGTON ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON **EXHIBIT A**, WHICH IS ATTACHED. SELLER MAKES THE FOLLOWING ENVIRONMENTAL DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

LRF-NLT PURCHASE AND SALE AGREEMENT

Exhibit C

Initial \_\_\_\_\_ Date \_\_\_\_\_

Seller

is/  is not occupying the property.

**6. ENVIRONMENTAL KNOWLEDGE**

**YES    NO    DON'T  
KNOW**

- \*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
- \*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- \*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
- \*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
- \*E. Is there any soil or groundwater contamination?
- \*F. Has the property been used as a legal or illegal dumping site?
- \*G. Has the property been used as an illegal drug manufacturing site?

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Buyer has received a copy hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**SELLER:  
LACEY ROTARY FOUNDATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT A**  
**Legal Description**

LRF-NLT PURCHASE AND SALE AGREEMENT

Exhibit A

Initial \_\_\_\_\_ Date \_\_\_\_\_