

**VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS**

1. **Date:** September 12, 2023 **MLS No.:** _____
2. **Buyer:** Quinault Indian Nation
3. **Seller:** County of Sonoma, a political subdivision of State of California (as to an undivided 2/27 Interest in property described at Exhibit A)
4. **Property:** Tax Parcel No(s): 221335210030 (Grays Harbor County)
Street Address: Undeveloped Washington
Legal Description: See attached Exhibit "A"
5. **Purchase Price:** \$ 5,376.00
6. **Earnest Money:** (To be held by ☐ Selling Broker; ☐ Closing Agent)
Personal Check: \$ _____
Note: \$ _____
Other (escrow officer): \$ 1,000
7. **Default:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
8. **Disclosures in Form 17 or 17C:** Buyer will ☐ will not ☒ have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17 or 17C
9. **Title Insurance Company:** Grays Harbor Title Co.
10. **Closing Agent:** ☐ a qualified closing agent of Buyer's choice; ☒ Grays Harbor Title Co.
11. **Closing Date:** on or before December 31, 2023
12. **Possession Date:** ☒ on Closing; ☐ Other _____
13. **Offer Expiration Date:** ~
14. **Services of Closing Agent for Payment of Utilities:** ☐ Requested (attach NWMLS Form 22K); ☒ Waived
15. **Charges and Assessments Due After Closing:** ☒ assumed by Buyer; ☐ prepaid in full by Seller at Closing
16. **Subdivision:** The Property ☐ is subdivided; ☐ must be subdivided on or before _____;
☒ is not legally required to be subdivided
17. **Feasibility Contingency Expiration Date:** ☒ 30 days after mutual acceptance; ☐ Other _____
18. **Agency Disclosure:** Selling Licensee represents ☐ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Agent represents ☐ Seller; ☐ both parties
19. **Addenda:** that certain Addendum dated July 26, 2023 attached hereto

Buyer's Signature

Date

Seller's Signature

Date

Buyer's Signature

Date

Seller's Signature

Date

PO Box 189

2300 County Center Drive, Suite A220

Buyer's Address

Seller's Address

Taholah, WA 98587

Santa Rosa, CA

City, State, Zip

City, State, Zip

360-276-8211 ext 1329

707-565- 2550

Phone

Fax

Phone

Fax

guy.capoeman@quinault.org

johannes.hoevertsz@sonoma-county.org

Buyer's E-mail Address

Seller's E-mail Address

Selling Broker

MLS Office No.

Listing Broker

MLS Office No.

Selling Licensee (Print)

MLS LAG No.

Listing Agent (Print)

MLS LAG No.

Phone

Fax

Phone

Fax

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

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- a. **Purchase Price.** Buyer agrees to 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 agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, 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 Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker'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 agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker 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 Broker 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 Broker 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 Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Licensees at the addresses ~~and/or fax numbers~~ provided herein; and (2) commence an interpleader action in the county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 for the costs thereof.
- c. **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.~~ If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's ~~lender or~~ Closing Agent, ~~at Seller's expense,~~ to apply for the then-current ALTA form of standard form owner's policy of title insurance, with homeowner's additional protection and inflation protection endorsements if available at no additional cost, 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 agrees to pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession.
- f. **~~Section 1031 Like-Kind Exchange.~~** ~~If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the~~

Initials: BUYER:  DATE: 9/13/03 SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

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- ~~cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.~~ 57
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- g. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay ^{all title and} ~~one-half of the~~ escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 14, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller agrees to provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 15. 60
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- h. Sale Information.** The Listing Agent or Selling Licensee is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale. 75
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- i. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 80
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- j. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee 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 Agent or at the licensed office of Listing Agent. 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 Licensee or at the licensed office of Selling Licensee. Actual receipt by Selling Licensee of a Form 17 or 17C (whichever is applicable), 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 Licensee and Listing Agent 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 Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice. 84
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- k. 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 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. 98
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Initials: BUYER: [Signature] DATE: 9/13/23 SELLER: _____ DATE: _____ 110
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 111

VACANT LAND PURCHASE AND SALE AGREEMENT
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- l. Facsimile or 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 document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 112-116
- m. Integration.** 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. 117-119
- n. 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. 120-122
- o. 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. 7, shall apply: 123-124
- 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. 125-126
- 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. 127-130
- p. 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 agree to 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. 131-134
- q. Offer.** Buyer agrees to 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 actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 135-138
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, 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 actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 139-143
- s. 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. 144-146
- t. Agency Disclosure.** ~~Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."~~ 147-152
- u. Commission.** ~~Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, 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 Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement.~~ 153-160

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- v. Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No. 17 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this made by the Seller, Listing Agent or Selling Licensee. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. 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. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 17, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.
- w. Subdivision.** ~~If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term 16. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.~~
- 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 Agent~~ 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 Licensee. ~~The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have 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 Licensee. In addition, Licensees 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. Licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. Licensees may assist the parties with locating and selecting third-party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third party service providers.~~
- y. Disclosures in Form 17 or 17C.** ~~If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17 or 17C, whichever is applicable), Buyer may bring an action in tort to recover economic losses resulting from intentional misrepresentations in Form 17 or 17C; and if the parties so agree in Specific Term No. 8, Buyer may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions in Form 17 or 17C. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 8, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17 or 17C, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17 or 17C. Buyer maintains the right to bring any and all claims permitted under the common law, including fraudulent concealment. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller.~~

Initials: BUYER: [Signature] DATE: 9/13/23 SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

EXHIBIT "A"

**AN UNDIVIDED 2/27 INTEREST IN THE NORTH HALF OF THE NORTHWEST
QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 13 WEST OF THE
WILLAMETTE MERIDIAN; SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE
OF WASHINGTON.**

Addendum No 1

Dated July 24, 2023

This is an addendum to the NMLS Form 25, Vacant Land Purchase & Sale (revised 1/09) dated July made by and between County of Sonoma (Seller) and Quinault Indian Nation (Buyer) concerning the property identified in section 4 of the said agreement (the "Agreement"). The Parties agree as follows:

1. General Terms

- a. **Title:** it is understood and agreed that Seller has accepted title to the Property on or about May 31, 1966, through a distribution of the Estate of Frederick D. Murphy (a former resident of the city of Santa Rosa at the time of his death on October 4, 1960) pursuant to a Court Order in Wahkiakum Seller, Washington, and has never seen or occupied the Property in any manner. Seller has no information concerning the Property and makes no assurances as to the marketability of title, or condition to the Property, access or any other matter concerning use, value or restrictions associated with the Property are matters that Buyer shall be entirely responsible for investigating.
- b. **Prior Approval.** Seller shall not be obligated to sell the Property, notwithstanding anything to the contrary herein or in the Agreement, until the Board of Supervisors of the County of Sonoma have approved the terms and conditions of this sale. Upon Buyer's execution of this Agreement, Seller shall promptly seek said Board's approval which may be granted or withheld at said Board's discretion. Notwithstanding anything herein or in the Agreement to the contrary this offer to sell and Buyer's agreement to purchase on the terms and conditions hereof, shall be valid and binding for 120 days after the date hereof.
- c. **Escrow/Title Costs.** Buyer shall pay all costs and expenses of escrow and title associated with this sale. Buyer shall pay at closing back any and all delinquent or current taxes, penalties and interest and shall contact the escrow company for said amount.
- d. **As-Is Condition:** Buyer acknowledges that if it proceeds with the purchase, it will be acquiring the Property in an unentitled, 'as-is with all faults' condition and Buyer shall be responsible for any and all demolition and removal of any buildings, structures, infrastructure, utilities, etc., site assessments, remediation, environmental review, receipt of all entitlements and approvals for Buyer's proposed use or development. Seller makes no representations or warranties about the condition of the Property with respect to condition of any buildings, timber, presence of hazardous materials, condition of the soils or suitability for any purpose. Buyer shall be responsible for all investigations necessary to determine whether the Property is appropriate for Buyer's use. Upon its acquisition of the Property, Buyer shall be responsible for all alterations, improvements, modifications and remediation necessary to comply with any and all laws and regulations.
- e. **Access Easements:** Seller discloses and Buyer acknowledges that there may be no physical or legal access of record to the Property.

2. Due Diligence

- a. **Access to Site.** Buyer shall have the right to enter the Property to obtain the right of access to all portions of the Site for the purpose of obtaining data and making surveys and tests necessary to evaluate the development potential of the Site, including the investigation of the soils and environmental condition of the Site and the buildings thereon. All costs, fees and expenses of investigating the physical and environmental condition of the Site and the buildings thereon, geotechnical and soils investigations, if any, shall be paid by Buyer. Any and all data, tests, information, reports, surveys, and studies generated as a result of Buyer's investigation activities shall be provided to Seller at the same time such materials become available to Buyer and shall become the property of Seller.
- b. **Due Diligence Period:** Buyer shall have the right of physical access to the Property for inspections and investigations. Seller has no due diligence materials in Seller's possession. Buyer represents it has previously commenced its due diligence and feasibility investigations. Buyer shall use best efforts to promptly conduct and complete its due diligence efforts and feasibility investigations regarding its acquisition and development of the Property within thirty (30) calendar days of the date this Agreement is fully executed ("Due Diligence Period"). In the event of any inconsistency between this Addendum and the Agreement regarding Buyer contingencies, unless the Agreement provides for a shorter period of days to approve or disapprove, this Addendum shall prevail and control. Promptly upon receipt thereof, Buyer shall provide Seller with a copy of all Due Diligence studies, papers, conclusions and opinions produced by Buyer, its employees and consultants regarding the Property, at no cost to Seller.
- c. **Survey.** Buyer may procure at its cost and expense a survey of the Property and provide draft and final versions of said survey to Seller and title company. Said survey shall be recorded after comments and approval of the Seller and through the Closing.
- d. **Documents.** To the best of the Seller's actual knowledge (as defined herein) as of the Date of Agreement, Seller has furnished Buyer with copies or provided Buyer with access to any and all material existing surveys, inspection reports, environmental and/or Hazardous Materials reports, if any are existing, (collectively, "**Reports**"), pertaining to the Property, which are in Seller's possession or control. Further, to the best of the Seller's actual knowledge, as of the Date of Agreement, Seller, there are no unrecorded leases, service contracts, licenses and/or other unrecorded agreements affecting the Property, or any portion thereof ("**Unrecorded Agreements**"). Collectively, the Unrecorded Agreements and Reports are referred to herein as the "**Documents**". If, prior to the Closing, Seller locates or becomes aware of any other Reports or Unrecorded Agreements relating to the Property, the Seller shall immediately provide such additional Documents to Buyer. Seller shall notify Buyer in writing of any material changes to any Documents of which Seller becomes aware of before Closing. Seller makes no representation or warranty regarding the completeness or accuracy of any Documents provided to Buyer. For purposes of this Agreement "Seller's Actual Knowledge" or words to such effect shall mean the

present, actual knowledge of the Seller Administrator (currently Christina Rivera), the Director, Public Infrastructure Department (currently Johannes Hoervertsz), excluding constructive knowledge or duty of inquiry, existing as of the Date of Agreement and at Closing to the extent any representation or warranty of Seller is deemed to have been remade at the time of Closing.

3. Capacity to Perform

- a. **Buyer Authority:** Buyer and each person executing this Agreement on behalf of said entities, does hereby covenant and warrant that it: (a) is duly established or formed and validly existing under the laws of its state of establishment or formation; (b) is duly qualified to do business in California; (c) has full corporate, partnership, trust, association or other power, authority and capacity to enter into this Agreement and to perform all of Buyer's obligations hereunder; and (d) each and all of the persons signing this Term Sheet on behalf of Buyer is duly and validly authorized to do so.

4. **Waivers and Releases.** Except as to Seller's representations and warranties set forth in this Addendum and in the documents to be executed by Seller in connection with the Closing, Buyer hereby waives, releases and discharges forever the Seller and Seller's officers, employees, contractors and agents from all present and future claims arising out of or in any way connected with any site conditions on the Property, whether discovered before or after the closing, and whether existing or created on the Property before or after the Closing.

5. **Addendum Prevailing Terms.** In the event of any inconsistency between the terms of this Addendum and the Standard Offer to which this Addendum is attached, the terms and conditions of this Addendum shall prevail and control.

6. **Hazardous Materials:** Seller makes no representations or warranties about the condition of the Property with respect to condition of the buildings, presence of hazardous materials, condition of the soils or suitability for any purpose. Buyer shall be responsible for all investigations necessary to determine whether the Property is appropriate for Buyer's use. Upon its acquisition of the Property, Buyer shall be responsible for all alterations, improvements, modifications and remediation necessary to comply with any and all laws and regulations, including without limitation, those related to remediation or abatement of Hazardous Materials including asbestos-containing building materials, and pursuant to applicable seismic, safety and other codes.

After and subject to the Closing, any and all Hazardous Materials required to be remediated shall be performed and paid for at Buyer's sole cost and expense, and shall be performed in compliance with all laws and best practices with respect to the existence or suspected existence of Hazardous Materials.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS ADDENDUM AS OF THE DATE(S) SET FORTH BELOW

BUYER:

By: 

Name Printed: Guy Capaeman

Title: President, Quinault Indian Nation

Date: 9/13/2023

Phone: (360) 276-0211

Email: guy.capaeman@quinault.org

Seller:

County of Sonoma

By: _____

Name Printed: _____

Title: _____

Date: _____

Phone: _____

Email: _____