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03/11/2019 03:59 PM Pages: 1 of 11 Fees: \$109.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019 873

MAR 11 2019

Amount Paid \$0

Skagit Co. Treasurer

By *man* Deputy

QUIT CLAIM DEED

FILED FOR RECORD AT THE REQUEST OF: Swinomish Indian Tribal Community

WHEN RECORDED RETURN TO: **Swinomish Indian Tribal Community**
11404 Moorage Way
La Conner, WA 98257

GRANTOR: **SWINOMISH INDIAN TRIBAL COMMUNITY**
GRANTEE: **NANCY L. MACK AND JERILYN F. TONGUE**
SHORT LEGAL: **PTN GL 5, SEC 10, T34N, R2E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **P20259**

QUIT CLAIM DEED

THE GRANTOR, **SWINOMISH INDIAN TRIBAL COMMUNITY**, a federally recognized Indian Tribe ("Owner" or "Tribe" herein) headquartered in Skagit County, Washington, conveys and quitclaims to **NANCY L. MACK AND JERILYN F. TONGUE** aka **JERILYN F. MACK**, the GRANTEES, all interest in the real property described below ("PARCEL A" herein) (also depicted in Exhibit A); and GRANTEES, in consideration, grants to the Tribe the rights of first refusal and first offer for the real property described in Exhibit B (PARCEL A and PARCEL B):

PARCEL A:
THE NORTH 75 FEET OF GOVERNMENT LOT 5, SECTION 10, TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, LYING WESTERLY OF RESERVATION ROAD AND LYING EASTERLY OF THE GOVERNMENT MEANDER LINE, AS SHOWN ON RECORD OF SURVEY, RECORDED NOVEMBER 16, 2016 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 201611160091.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

DATED this 31st day of January, 2019⁹.

GRANTOR:

SWINOMISH INDIAN TRIBAL COMMUNITY,
a federally-recognized Indian Tribe

BY: Bian Chadlosky

TITLE: Chairman

GRANTEES:

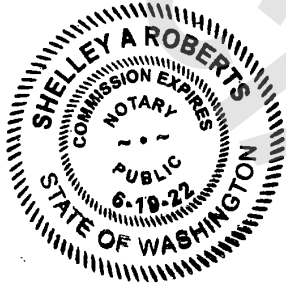
Nancy L. Mack
NANCY L. MACK

J. F. Tongue
JERILYN F. TONGUE

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

On this 5th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian Cladoosby, to me known to be the person who signed as Chairman, of **SWINOMISH INDIAN TRIBAL COMMUNITY**, the federally recognized Indian Tribe that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **SWINOMISH INDIAN TRIBAL COMMUNITY** for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said **SWINOMISH INDIAN TRIBAL COMMUNITY**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Shelley A. Roberts
(Signature of Notary)
Shelley A. Roberts
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington,
residing at Mt. Vernon, WA
My Appointment Expires: 6-19-22

Notary seal, text and all notations must not be placed within 1" margins

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 31st day of January, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NANCY L. MACK, to me known to be the person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Shelley A. Roberts
(Signature of Notary)
Shelley A. Roberts
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington,
residing at Mt. Vernon, WA
My Appointment Expires: 6-19-22

Notary seal, text and all notations must not be placed within 1" margins

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 31st day of January, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JERILYN F. TONGUE, to me known to be the person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Shelley A. Roberts
(Signature of Notary)
Shelley A. Roberts
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington,
residing at Mt. Vernon, WA
My Appointment Expires: 6-19-22

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EXHIBIT A

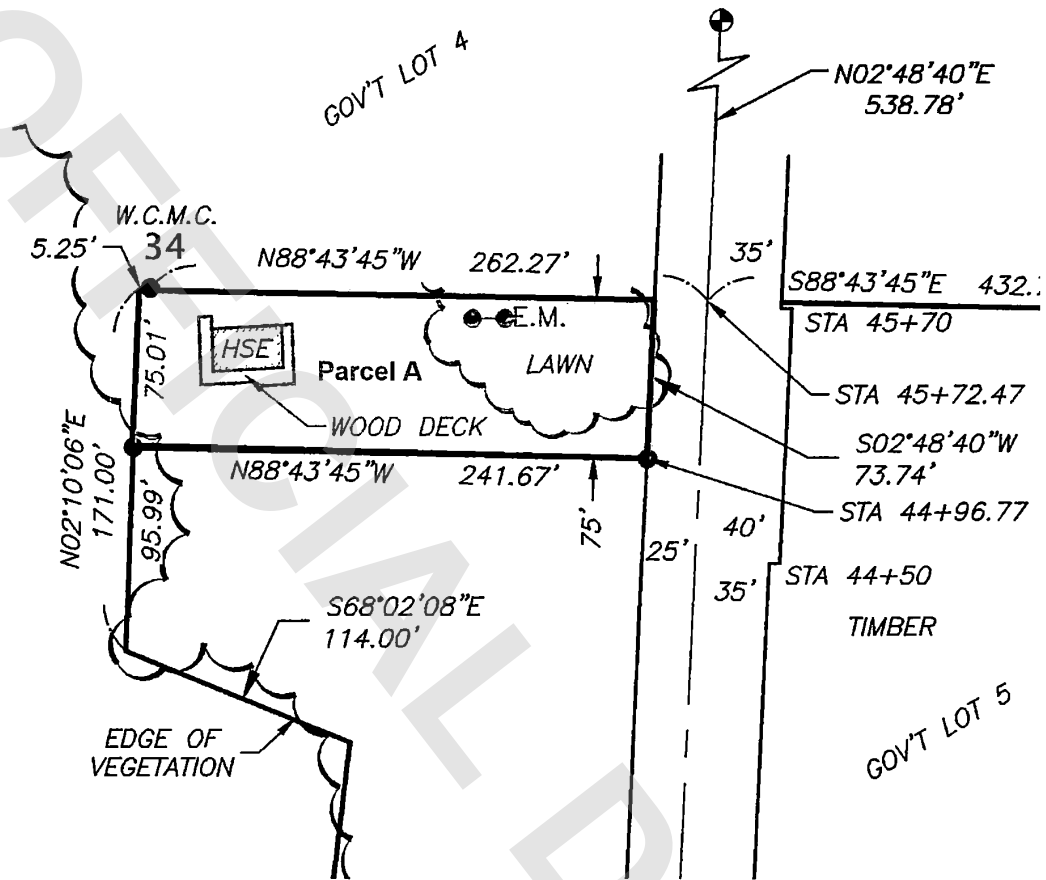


EXHIBIT B TO QUITCLAIM DEED

GRANT OF RIGHTS OF FIRST OFFER AND FIRST REFUSAL

NANCY L. MACK and JERILYN F. TONGUE aka JERILYN F. MACK, a married couple, and their successors and assigns ("Mack" herein), hereby grant **THE SWINOMISH INDIAN TRIBAL COMMUNITY**, a federally recognized Indian Tribe ("Tribe" herein), headquartered in Skagit County, Washington, a right of first refusal and right of first offer for the real property described below as Parcel A and Parcel B.

1. **Real Property.** The real property subject to this Grant is described as follows:

PARCEL A:

THE NORTH 75 FEET OF GOVERNMENT LOT 5, SECTION 10, TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, LYING WESTERLY OF RESERVATION ROAD AND LYING EASTERLY OF THE GOVERNMENT MEANDER LINE, AS SHOWN ON RECORD OF SURVEY, RECORDED NOVEMBER 16, 2016 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 201611160091.

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 4, SECTION 10, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., LOCATED WEST OF RESERVATION ROAD.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

2. **Consideration.** The parties agree that this Grant is being given to the Tribe in consideration for the Tribe's foregoing quitclaim deed to Parcel A.

3. **Tribe's Ownership of Adjacent Parcel.** The parties acknowledge that the United States owns the land adjacent to Parcel A in trust for the benefit of the Tribe and that this Grant is for the benefit of the Tribe and that adjacent parcel, described as:

The South ½ of the Northeast ¼; the Southeast ¼ of the Northwest ¼; the East ½ of the Southwest ¼; and Government Lots 5, 6 and 7, Section 10, Township 34 North, Range 2 East, W.M., except Indian Reservation Road, Skagit County Road No. 204. Situate in the County of Skagit, State of Washington.

4. **Rights Granted.** The rights granted to the Tribe are an exclusive and irrevocable right of first refusal and right of first offer to purchase the real property described as Parcels A and B from Mack and their successors and assigns.

5. **Right of First Refusal.** The right of first refusal gives the Tribe the right to match a bona-fide purchase offer received by Mack. The right of first refusal may only be exercised by the Tribe within thirty calendar days after notification from Mack that Mack has received a bona-fide offer to purchase Parcel A, Parcel B, both Parcels A and B, or any portion thereof. Mack is obligated to provide notice to the Tribe upon receipt of any offer to purchase the real property. If the Tribe fails to exercise its right of first refusal within 30 days, Mack shall be free to accept the third-party offer.

6. **Right of First Offer.** The right of first offer gives the Tribe the right to make the first offer to purchase the real property before Mack offers the property for sale to third-parties or the public. The right of first offer may only be exercised by the Tribe within thirty calendar days after notification from Mack that Mack intends to sell Parcel A, Parcel B, both Parcels A and B, or any portion thereof. Mack is obligated to provide notice to the Tribe prior to offering the real property for sale on the open market or to a third party. Mack may not accept a third-party offer without first allowing the Tribe 30 days to match the offer. If no third party offers exist, Mack and the Tribe agree to hire a mutually-agreed upon appraiser to set the sale price.

7. **Bona Fide Offer.** A bona fide offer is an offer made by a third-party in good faith that is capable of being accepted so as to ripen into a valid and binding contract to purchase the real property that could be enforced by any party to it.

8. **Sale.** Any transfer of Mack's equitable interest in the real property shall trigger the Tribe's rights under this Grant, except for a gift transfer, transfer under a valid will, grant of an easement or license, or grant of a mortgage.

9. **Substance of Matching Offer.** Any offer made by the Tribe in exercise of its rights under this Grant shall be considered a matching offer if it provides a purchase price at least equal to the bona-fide offer being matched.

10. **Rights Not Revocable.** This Grant is being given for valuable consideration in the form of the Tribe's foregoing quitclaim deed, and is therefore not revocable.

11. **Remedies.** If Mack conveys the real property without providing notice of sale and/or offer as required herein or otherwise interferes with the Tribe's exercise of the rights granted herein, the Tribe shall be entitled to specific performance or any other remedy available at law or equity.

12. **Documents in Pari Materia.** The foregoing quitclaim deed and this Grant are in pari materia and should be construed and interpreted together.

13. **Entire Agreement.** In conjunction with the foregoing quitclaim deed, this Grant constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Grant. Neither this Grant nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Grantee agrees to sign any documents or instruments necessary to effectuate the parties' intent.

14. **Time is of the Essence.** Time shall be of the essence in the performance of the duties and rights under this Grant. In calculating any time period provided in this Grant, if the final day of such interval shall be a Saturday, Sunday, or a holiday on which the Skagit County Auditor's Office or the Tribe's offices are closed, the time period shall be extended to include the next regular business day on which the Skagit County Auditor's Office or the Tribe's offices are open for business.

15. **Notices.** All notices, offers, or other writings described in this Grant to be given or made or sent to the Tribe may be provided to:

Swinomish Indian Tribal Community
11404 Moorage Way
La Conner, WA 98257
ATTN: Office of the Tribal Attorney

Fax: (360) 466-1615
Phone: (360) 466-1134

Such communications may be (i) given personally; (ii) delivered by depositing the same with an overnight air courier service, postage prepaid for delivery on the next business day, properly addressed and sent to the address as set forth above; (iii) sent by facsimile, with telephone or electronic confirmation of receipt to the facsimile; or (iv) scanned and sent by email, with confirmation of receipt, to an email address provided by the receiving party for that purpose.

Such communications shall be deemed received on the earlier of the date of actual receipt (in the case of a personal delivery), one business day following deposit with an air courier service, or upon automatic or telephone confirmation of receipt by facsimile, provided that any such confirmation that occurs after 5 p.m. Pacific Time on a business day, or at any time on a Saturday, Sunday, or a holiday on which the Skagit County Auditor's Office or the Tribe's offices are closed, will be deemed to have occurred as of 8 a.m. on the next regular business day on which the Skagit County Auditor's Office or the Tribe's offices are open for business.

16. **Modification.** This Grant may only be modified by a writing signed by both parties and recorded with the Skagit County Auditor's Office.

17. **Interpretation.** Words of gender used in this Grant shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

18. **Caption.** The captions used in this Grant are for convenience only and shall not be deemed to construe or to limit the meaning of the language of this Grant.

19. **Binding Effect.** This Grant shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

20. **Assignment.** The Tribe may not assign its rights under this Grant to any other entity or individual without the prior written approval of all the other parties.

21. **Negotiation and Construction.** This Grant and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Grant will, in all cases, be construed according to its plain meaning and not strictly for or against either party.

22. **Waiver.** Any party's failure to insist upon strict performance of the other party's obligations hereunder or waiver of the breach of any covenant under this Grant shall not be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant and shall not prejudice any remedies as provided herein.

23. **Severability.** If any provision herein is for any reason held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, but this Grant shall be construed as if such invalid, illegal or unenforceable provisions had not

been contained herein. If any interest created by this instrument would, but for operation of this clause, be void under the rule against perpetuities or any related rule, then the interest shall terminate at the end of the maximum period allowed by such rule or after a reasonable time, whichever is longer.

24. **Good Faith and Fair Dealing.** The parties acknowledge and agree to an obligation of good faith and fair dealing in all actions under this Grant.

25. **Expiration.** The Tribe's rights under this Grant shall expire when the Tribe fails to exercise its right of first refusal to match a bona-fide purchase offer.

DATED this 31 day of January, 2018. 2019

GRANTORS:


NANCY L. MACK


JERILYN F. TONGUE

GRANTEE:

SWINOMISH INDIAN TRIBAL COMMUNITY,
a federally-recognized Indian Tribe

BY: Brian Chadoosky

TITLE: Chairman

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 5th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian Cladoosby, to me known to be the person who signed as Chairman, of **SWINOMISH INDIAN TRIBAL COMMUNITY**, the federally recognized Indian Tribe that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **SWINOMISH INDIAN TRIBAL COMMUNITY** for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said **SWINOMISH INDIAN TRIBAL COMMUNITY**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Shelley A. Roberts
(Signature of Notary)

Shelley A. Roberts
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington,
residing at Mt. Vernon, WA

My Appointment Expires: 6-19-22

Notary seal, text and all notations must not be placed within 1" margins

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 31 day of January, ²⁰¹⁹~~2018~~, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NANCY L. MACK, to me known to be the person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Kelly George
(Signature of Notary)
Kelly George
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington,
residing at Anacortes, WA

My Appointment Expires: March 7, 2020

Notary seal, text and all notations must not be placed within 1" margins

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this 31 day of January, ²⁰¹⁹~~2018~~, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JERILYN F. TONGUE, to me known to be the person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Kelly George
(Signature of Notary)
Kelly George
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington,
residing at Anacortes, WA

My Appointment Expires: March 7, 2020

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